

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 19**

**Baseball Club of Seattle, LLLP d/b/a Seattle Mariners**

**Employer**

**and**

**Case 19-RD-316179**

**Tami Kecherson, an Individual**

**Petitioner**

**and**

**United Food and Commercial Workers Union, Local 3000**

**Union**

**STIPULATION OF RECORD FOR PRE-ELECTION HEARING**

The undersigned parties in this matter stipulate and agree that:

1. On April 14, 2023, Tami Kecherson, an Individual, (the "Petitioner") filed a petition seeking to decertify United Food and Commercial Workers Local 3000, affiliated with United Food and Commercial Workers International Union (the "Union") as the collective bargaining representative of certain employees of Baseball Club of Seattle, LLLP, d/b/a Seattle Mariners (the "Employer"). A copy of the Petition is attached as Exhibit 1(a). On April 14, 2023, the Region served the petition on the parties and issued a Notice of Hearing in this matter. A copy of the April 14, 2023, Notice of Hearing is attached as Exhibit 1(b). A copy of the April 14, 2023, Affidavit of Service is attached as Exhibit 1(c).
2. The Union is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.
3. The Union currently represents a bargaining unit defined by the collective-bargaining agreement as:

**Included:** All regular full-time, regular part-time, and seasonal cashiers, sales associates, sales workers, clerks, customer service representatives, stockers, stock clerks, visual merchandisers, warehouse associates employed at retail establishments, and any others engaged in selling or handling of merchandise.

**Excluded:** All other employees, managers, and guards and supervisors as defined by the Act.

4. The unit described in paragraph 3 above is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.
5. The Employer is engaged in interstate commerce within the meaning of the National Labor Relations Act, and is subject to the jurisdiction of the National Labor Relations Board. The parties further stipulate and agree to the following:

The Employer, a State of Washington corporation, with an office and place of business in Seattle, Washington, is engaged of the business of professional baseball. Within the past twelve months, a representative period, the Employer received gross revenue valued in excess of \$500,000 and purchased and received at its facilities located within the State of Washington goods valued in excess of \$50,000 directly from points outside the State of Washington. The Employer is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

6. On April 26, 2023, the Employer timely e-filed, and served on the Petitioner, a Statement of Position (Form NLRB 505) and related employee lists. A copy of this form and related lists is attached as Exhibits 2(a) and 2(b).
7. On April 25, 2023, the Union timely e-filed, and served on the Petitioner, a Statement of Position (form NLRB 505). A copy of this form is attached as Exhibit 3.
8. On April 30, 2023, the Petitioner timely filed, and served, a Responsive Statement of Position Form 506. A copy of the Petitioner's Responsive Statement of Position is attached as Exhibit 4.
9. The Employer and Union are parties to a Labor Harmony Agreement, along with several other labor organizations, which provides voluntary recognition procedures. A copy of the agreement is attached hereto as Exhibit 5.

10. On or about October 11, 2022, the Union submitted proof of majority support to the LHA's designated third-party neutral, Richard Ahearn, for his review and confirmation.
11. On October 13, 2022, Richard Ahearn issued his "Neutral's Certification" certifying the Union as the collective-bargaining representative of the Unit employees defined above in paragraph 3. A copy of the "Neutral's Certification" is attached as Exhibit 6.
12. On January 24, 2023, the Employer and the Union began bargaining the terms for a collective-bargaining agreement. On March 2, 2023, the Employer and the Union reached an overall tentative agreement. On March 18, 2023, the Union notified the Employer the Union had ratified the CBA. On March 28, 2023, the Employer signed the CBA. On April 17, 2023, the Union signed the CBA.
13. At the time that the petition was filed, the Employer and the Union were signatory to a collective bargaining agreement (CBA) effective March 18, 2023 to January 31, 2025. A copy of the CBA is attached as Exhibit 7.
14. Neither the Union nor the Employer provided Region 19 of the National Labor Relations Board (Board) notice of recognition as set forth in Section 103.21 of the Board's Rules & Regulations.
15. As no notification was provided to the Regional Office, in turn the Regional Office did not provide the Employer a Notice of Recognition for posting and/or electronic distribution purposes.
16. The Employer did not post or electronically distribute the Notice of Recognition indicating that recognition had been granted and that employees have a right to file a petition during a 45-day "window period" beginning on the date the notice was posted pursuant to Section 103.21(a)(2)-(3) of the Board's Rules and Regulations.
17. On April 13, 2023, the Union filed the unfair labor practice charge in Case 19-CA-316089. A copy of the original charge and associated service is attached as Exhibit 8. On May 2, 2023, the Union requested to block the election in 19-RD-316179. A copy of the request to block is attached as Exhibit 9. The investigation into Case 19-CA-316089 is pending.
18. The Employer's payroll period is semi-monthly. The most recent payroll eligibility ending date at the time of the signing of this stipulation was April 21, 2023.

19. The Employer's designated Notice of Election onsite representative is Natalie Blackburn, Manager – Human Resources, 1250 1<sup>st</sup> Avenue S., Seattle, WA 98134. Her email address is nblackburn@mariners.com.
20. The Employer contends that an any election should be held in person and that any such in person election would be held in accordance with the General Counsel Memo 20-10 Suggested Manual Protocols and also contends the factors are met for holding an in-person election pursuant to *Aspirus Keweenaw*, 370 NLRB No. 45 (2020).
21. The Petitioner and the Union contend the election should be held by mail ballot.
22. All parties, if they choose to, may e-file on the NLRB's website a position in writing (herein "written statement(s)") on the legal issue presented in this case (whether the voluntary recognition bars the processing of a petition) and the method-of-election issue by the close of business (4:45 p.m. PT) on May 11, 2023; the written statement should also be served on the other parties by the same deadline. In addition to outlining the party's position on the appropriateness of a manual or mail ballot election, it will also address the criteria discussed by the Board in *Aspirus Keweenaw*, 370 NLRB No. 45 (November 9, 2020), as updated by *Starbucks Corporation*, 371 NLRB No. 154 (September 29, 2022) and General Counsel Memorandum GC 21-01 "Guidance on Propriety of Mail Ballot Elections, pursuant to *Aspirus Keweenaw*." If a party is a proponent of a manual election, the written statement must address how the election would be held to in accordance with the factors as discussed in General Counsel Memorandum GC 20-10 "Suggested Manual Election Protocols." Such proposal will include specifics for how a manual election could be conducted to ensure the safety and health of all participating, including among other things: whether there would be masks, gloves, and hand sanitizer available for all participants.
23. The parties have been informed of the procedures at formal hearings before the National Labor Relations Board by service of the Statement of Standard Procedures with the Notice of Hearing. By entering into this stipulation, the parties waive their right to a pre-election hearing before a Hearing Officer in this matter.
24. The Regional Director will make a determination solely on the basis of the stipulated record, its exhibits, the parties' written statements and accompanying exhibits, as well as information that is appropriate for administrative notice.
25. The parties retain the right to file a request for review of the Regional Director's decision with the Board.

26. To the extent the formal documents in this proceeding do not correctly reflect the names of the parties, the parties hereby make a joint motion to the Regional Director to amend the petition and other formal documents to correctly reflect the names as set forth above.

**Baseball Club of Seattle, LLLP, d/b/a Seattle Mariners**

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(Bryan O'Connor, Esq.)

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(Date)

**United Food and Commercial Workers Union, Local 3000**

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(Troy Thornton, Esq.)

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(Date)

**Petitioner**

*Tami Kecherson/S*

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05/04/2023

(Tami Kecherson)

(Date)

26. To the extent the formal documents in this proceeding do not correctly reflect the names of the parties, the parties hereby make a joint motion to the Regional Director to amend the petition and other formal documents to correctly reflect the names as set forth above.

**Baseball Club of Seattle, LLLP, d/b/a Seattle Mariners**

_____	_____ May 4, 2023
(Bryan O'Connor, Esq.)	(Date)

**United Food and Commercial Workers Union, Local 3000**

_____	_____
(Troy Thornton, Esq.)	(Date)

**Petitioner**

_____	_____
(Tami Kecherson)	(Date)


26. To the extent the formal documents in this proceeding do not correctly reflect the names of the parties, the parties hereby make a joint motion to the Regional Director to amend the petition and other formal documents to correctly reflect the names as set forth above.

**Baseball Club of Seattle, LLLP, d/b/a Seattle Mariners**

\_\_\_\_\_  
(Bryan O'Connor, Esq.)

\_\_\_\_\_  
(Date)

**United Food and Commercial Workers Union, Local 3000**

  
\_\_\_\_\_  
(Troy Thornton, Esq.)

5/4/2023  
(Date)

**Petitioner**

\_\_\_\_\_  
(Tami Kecherson)

\_\_\_\_\_  
(Date)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
RD PETITION

DO NOT WRITE IN THIS SPACE

Case No.


19-RD-316179

Date Filed

4/14/2023

**INSTRUCTIONS:** Unless e-Filed using the Agency's website, [www.nlr.gov/](http://www.nlr.gov/), submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 7 below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. **PURPOSE OF THIS PETITION:** RD-DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

<b>2a. Name of Employer</b> Baseball Club of Seattle, LLC		<b>2b. Address(es) of Establishment(s) involved</b> (Street and number, city, state, ZIP code) 1250 1st Ave. S, Seattle, WA 98134	
<b>3a. Employer Representative - Name and Title</b> Catie Griggs, President, Business Operations		<b>3b. Address</b> (If same as 2b - state same) same	
<b>3c. Tel. No.</b> (206)346-4001	<b>3d. Fax No.</b>	<b>3e. Cell No.</b>	<b>3f. E-Mail Address</b>
<b>4a. Type of Establishment</b> (Factory, mine, wholesaler, etc.) Seattle Mariners Team Store		<b>4b. Principal product or service</b> Seattle Mariners Merchandise	
<b>5a. Description of Unit Involved</b> <b>Included:</b> Merchandise and Team Store employees  <b>Excluded:</b> All other employees, guards, and supervisors as defined in the National Labor Relations Act.			<b>5b. City and State where unit is located:</b> Seattle, Washington
<b>6. No. of Employees in Unit</b> 125	<b>7. Do a substantial number (30% or more) of the employees in the unit no longer wish to be represented by the certified or currently recognized bargaining representative?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>8a. Name of Recognized or Certified Bargaining Agent</b> UFCW Local 3000		<b>8b. Affiliation, if any</b>	
<b>8c. Address</b> 5030 1st Ave S Ste 200 Seattle, WA 98134		<b>8d. Tel. No.</b> (206)436-0210	<b>8e. Cell No.</b>
		<b>8f. Fax No.</b>	<b>8g. E-Mail Address</b>
<b>9. Date of Recognition or Certification</b>		<b>10. Expiration Date of Current or Most Recent Contract, if any</b> (Month, Day, Year)	
<b>11a. Is there now a strike or picketing at the Employer's establishment(s) involved?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>11b. If so, approximately how many employees are participating?</b>	
<b>11c. The Employer has been picketed by or on behalf of</b> (Insert Name) (Insert Address)		a labor organization, of since (Month, Day, Year)	
<b>12. Organizations or individuals other than those named in items 8 and 11c, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5 above. (If none, so state)</b>			
<b>12a. Name</b>	<b>12b. Address</b>	<b>12c. Tel. No.</b>	<b>12d. Fax No.</b>
		<b>12e. Cell No.</b>	<b>12f. E-Mail Address</b>
<b>13. Election Details:</b> If the NLRB conducts an election in this matter, state your position with respect to any such election.		<b>13a. Election Type:</b> <input type="checkbox"/> Manual <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail	
<b>13b. Election Date(s)</b>	<b>13c. Election Time(s)</b>	<b>13d. Election Location(s)</b>	
<b>14. Full Name of Petitioner</b> Tami L. Kecherson			
<b>14a. Address</b> (Street and number, city, state, ZIP code) 21435 130th Ave SE Kent, WA 98031		<b>14b. Tel. No.</b> (253)569-6256	<b>14c. Fax No.</b>
		<b>14d. Cell No.</b>	<b>14e. E-Mail Address</b> Tamikech1@gmail.com
<b>14f. Affiliation, if any</b>			
<b>15. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.</b>			
<b>15a. Name</b> Tami L. Kecherson		<b>15b. Title</b> An individual	
<b>15c. Address</b> (Street and number, city, state, ZIP code) 21435 130th Ave SE Kent, WA 98031		<b>15d. Tel. No.</b> (253)569-6256	<b>15e. Fax No.</b>
		<b>15f. Cell No.</b>	<b>15g. E-Mail Address</b> Tamikech1@gmail.com
<b>I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.</b>			
<b>Name (Print)</b> Tami L. Kecherson	<b>Signature</b> 	<b>Title</b> An individual	<b>Date Filed</b> 4/12/23

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

EXHIBIT 1(a)





**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19**



<b>BASEBALL CLUB OF SEATTLE, LLC</b>  <b>Employer</b>  <b>and</b> <b>TAMI L. KECHERSON</b>  <b>Petitioner</b>  <b>and</b> <b>UFCW LOCAL 3000</b>  <b>Union</b>	<b>Case 19-RD-316179</b>
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**NOTICE OF REPRESENTATION HEARING**

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

IT IS HEREBY ORDERED that, pursuant to Sections 3(b) and 9(c) of the Act, a video hearing in the above-entitled matter is scheduled for **Thursday, May 4, 2023, at 9:00 a.m. PT.** The video hearing will continue on consecutive days thereafter until concluded. At the hearing, the parties will have the right to appear by video and give testimony. The information necessary to participate in the video hearing will be provided to the parties prior to the hearing by the Hearing Officer.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Baseball Club of Seattle, LLC and UFCW Local 3000 must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that it is received by them by no later than **noon** Pacific time on April 26, 2023. Following timely filing and service of a Statement of Position by Baseball Club of Seattle, LLC and UFCW Local 3000, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such that they are received by them no later than **noon** Pacific on May 01, 2023.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website ([www.nlrb.gov](http://www.nlrb.gov)), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden.

Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Pacific on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: April 14, 2023

***Ronald K. Hooks***

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RONALD K. HOOKS  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 19  
915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

<b>Baseball Club of Seattle, LLC</b>  <b>Employer</b>  <b>and</b> <b>Tami L. Kecherson</b>  <b>Petitioner</b>  <b>and</b> <b>UFCW Local 3000</b>  <b>Union</b>	<b>Case 19-RD-316179</b>
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**AFFIDAVIT OF SERVICE OF: Petition dated April 14, 2023, Notice of Representation Hearing dated April 14, 2023, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 14, 2023, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Catie Griggs, President, Business Operations  
Baseball Club of Seattle, LLC  
1250 1st Ave S  
Seattle, WA 98134

UFCW Local 3000  
5030 1st Ave S Ste 200  
Seattle, WA 98134  
Fax: (206)436-6700

Tami L. Kecherson  
21435 130th Ave SE  
Kent, WA 98031  
tamikech1@gmail.com

\_\_\_\_\_  
April 14, 2023  
Date

\_\_\_\_\_  
Dennis Snook, Designated Agent of NLRB  
Name

\_\_\_\_\_  
/s/ Annie La  
Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**STATEMENT OF POSITION**

DO NOT WRITE IN THIS SPACE	
Case No. <b>19-RD-316179</b>	Date Filed <b>04/14/2023</b>

**INSTRUCTIONS:** Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.  
**Note:** Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7. In RM cases, the employer is NOT required to respond to items 3, 5, 6, and 8a-8e below.

1a. Full name of party filing Statement of Position <b>The Baseball Club of Seattle LLLP d/b/a Seattle Mariners</b>		1c. Business Phone: <b>206-664-3286</b>	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code) <b>1250 1st Avenue S., Seattle, WA 98134</b>		1d. Cell No.: <b>206-660-4834</b>	1f. e-Mail Address <b>nblackburn@mariners.com</b>
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If not, answer 3a and 3b.)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.) <b>See attached. While not inappropriate, the proposed description is too vague and generalized.</b>			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit. Added <b>See attached.</b>		Excluded <b>See attached.</b>	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility. <b>None</b>			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing. <b>None</b>			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at <a href="http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015">http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015</a> . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an			
State your position with respect to the details of any election that may be conducted in this matter. 8a. Type: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s) <b>May 30, 2023</b>	8c. Time(s) <b>TBD - During game time</b>	8d. Location(s) <b>Stadium Conference Room and Westlake store</b>	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date <b>4/21/2023</b>	8g. Length of payroll period <b>Semi-monthly</b> <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
<b>9. Representative who will accept service of all papers for purposes of the representation proceeding</b>			
9a. Full name and title of authorized representative <b>Bryan P. O'Connor, Legal Counsel</b>		9b. Signature of authorized representative <b>/s/ Bryan P. O'Connor</b>	9c. Date <b>April 26, 2023</b>
9d. Address (Street and number, city, state, and ZIP code) <b>Jackson Lewis P.C., 520 Pike Street, Suite 2300, Seattle, WA 98101</b>			9e. e-Mail Address <b>bryan.oconnor@jacksonlewis.com</b>
9f. Business Phone No.: <b>206-405-0404</b>		9g. Fax No. <b>206-405-4450</b>	9h. Cell No. <b>206-920-7155</b>

**WILLFUL FALSE STATEMENTS ON THIS STATEMENT OF POSITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. Code, Title 18, Section 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**EXHIBIT 2(a)**

## EMPLOYER'S STATEMENT OF POSITION - Attachment

The Baseball Club of Seattle LLLP d/b/a Seattle Mariners

Case No. 19-RD-316179

**3(a)** As drafted, the petition generally labels the “included” group as “Merchandise and Team Store employees.” Further, it labels the “excluded” group as “All other employees, guards, and supervisors as defined in the National Labor Relations Act.” While not incorrect, the proposed unit language is too generalized. The Employer proposes a more specific, detailed unit description.

A copy of the CBA was previously provided to Region 19. The relevant unit description appears in Section 1.1 of the CBA. Consistent with the CBA, the Employer proposes the following unit description:

***Included:*** All regular full-time, regular part-time, and seasonal cashiers, sales associates, sales workers, clerks, customer service representatives, stockers, stock clerks, visual merchandisers, warehouse associates employed at retail establishments, and any others engaged in selling or handling of merchandise.”

***Excluded:*** All other employees, managers, guards, and supervisors as defined by the Act.

**3(b)** Add all specific positions listed in the “included” group above.

**3(c)** None.

### Attachment B: Employees in Proposed Unit

	Employee Name	Work Location	Shift	Job Classification
1.	(b) (6), (b) (7)(A), (b) (7)(C)		Event Hours	Kiosk
2.			Event Hours	Kiosk
3.			Event Hours	Kiosk
4.			Event Hours	Kiosk
5.			Event Hours	Retail Sales T-Mobile
6.			Event Hours	Retail Sales T-Mobile
7.			Event Hours	Kiosk
8.			Event Hours	Kiosk
9.			Event Hours	Kiosk
10.			Mid shift	Retail Sales T-Mobile
11.			Event Hours	Retail Sales T-Mobile
12.			Event Hours	Kiosk
13.			Day time	Retail Sales Westlake

	Employee Name	Work Location	Shift	Job Classification
14.	(b) (6), (b) (7)(A), (b) (7)(C)		Event Hours	Kiosk
15.			Event Hours	Retail Sales T-Mobile
16.			Event Hours	Kiosk
17.			Day time	T-Mobile Retail Keyholder
18.			Event Hours	Kiosk
19.			Event Hours	Retail Sales T-Mobile
20.			Event Hours	Kiosk
21.			Event Hours	Retail Sales T-Mobile
22.			Event Hours	Kiosk
23.			Event Hours	Retail Sales T-Mobile
24.			Event Hours	Kiosk
25.			Day time	Retail Sales Westlake
26.			Event Hours	Kiosk
27.			Event Hours	Kiosk
28.			Event Hours	Retail Sales T-Mobile
29.			Event Hours	Kiosk
30.			Event Hours	Retail Sales T-Mobile
31.			Event Hours	Kiosk
32.			Event Hours	Kiosk
33.			Event Hours	Kiosk
34.			Event Hours	Kiosk
35.			Event Hours	Retail Sales T-Mobile
36.			Event Hours	Kiosk
37.			Event Hours	Retail Sales T-Mobile
38.			Event Hours	Retail Sales T-Mobile
39.			Event Hours	Kiosk
40.			Event Hours	Kiosk
41.			Event Hours	Kiosk
42.			Event Hours	Kiosk
43.			Day time	Retail Sales T-Mobile
44.			Event Hours	Retail Sales T-Mobile

	Employee Name	Work Location	Shift	Job Classification
45.	(b) (6), (b) (7)(A), (b) (7)(C)		Event Hours	Kiosk
46.			Event Hours	Retail Sales T-Mobile
47.			Day time	Retail Sales Westlake
48.			Event Hours	Kiosk
49.			Day time	Westlake Team Store Retail Keyholder
50.			Event Hours	Retail Sales T-Mobile
51.			Event Hours	Kiosk
52.			Event Hours	Kiosk
53.			Event Hours	Kiosk
54.			Event Hours	Retail Sales T-Mobile
55.			Event Hours	Retail Sales T-Mobile
56.			Event Hours	Kiosk
57.			Event Hours	Retail Sales T-Mobile
58.			Event Hours	Kiosk
59.			Event Hours	Kiosk
60.			Day time	Westlake Team Store Retail Keyholder
61.			Event Hours	Kiosk
62.			Event Hours	Kiosk
63.			Event Hours	Kiosk
64.			Event Hours	Kiosk
65.			Mid shift	Retail Sales T-Mobile
66.			Event Hours	Kiosk
67.			Event Hours	Kiosk
68.			Event Hours	Kiosk
69.			Event Hours	Retail Sales T-Mobile
70.			Event Hours	Retail Sales T-Mobile
71.			Event Hours	Retail Sales T-Mobile
72.			Event Hours	Retail Sales T-Mobile
73.			Event Hours	Kiosk
74.			Event Hours	Kiosk

	Employee Name	Work Location	Shift	Job Classification
75.	(b) (6), (b) (7)(A), (b) (7)(C)		Event Hours	Kiosk
76.			Event Hours	Retail Sales T-Mobile
77.			Event Hours	Kiosk
78.			Event Hours	Kiosk
79.			Day time	Retail Sales Westlake
80.			Mid shift	Retail Sales T-Mobile
81.			Event Hours	Kiosk
82.			Event Hours	Kiosk
83.			Day time	Retail Sales T-Mobile
84.			Event Hours	Kiosk
85.			Event Hours	Kiosk
86.			Event Hours	Kiosk
87.			Event Hours	Kiosk
88.			Event Hours	Kiosk
89.			Event Hours	Retail Sales T-Mobile
90.			Event Hours	Kiosk
91.			Event Hours	Retail Sales T-Mobile
92.			Event Hours	Kiosk
93.			Event Hours	Kiosk
94.			Event Hours	Kiosk
95.			Day time	Retail Sales T-Mobile
96.			Event Hours	Kiosk
97.			Event Hours	Kiosk
98.			Event Hours	Retail Sales T-Mobile
99.			Event Hours	Kiosk
100.			Event Hours	Retail Sales T-Mobile
101.			Event Hours	Kiosk
102.			Event Hours	Kiosk
103.			Event Hours	Kiosk
104.			Event Hours	Retail Sales T-Mobile
105.			Event Hours	Kiosk



	Employee Name	Work Location	Shift	Job Classification
106.	(b) (6), (b) (7)(A), (b) (7)(C)		Event Hours	Retail Sales T-Mobile
107.			Event Hours	Retail Sales T-Mobile
108.			Event Hours	Retail Sales T-Mobile
109.			Event Hours	Kiosk
110.			Event Hours	Kiosk
111.			Event Hours	Retail Sales T-Mobile
112.			Event Hours	Kiosk
113.			Event Hours	Kiosk
114.			Event Hours	Kiosk
115.			Event Hours	Kiosk
116.			Event Hours	Kiosk
117.			Event Hours	Kiosk
118.			Event Hours	Kiosk
119.			Event Hours	Kiosk
120.			Event Hours	Retail Sales T-Mobile
121.			Event Hours	Kiosk
122.			Day time	Retail Sales Westlake
123.			Event Hours	Kiosk
124.			Event Hours	Kiosk

**Attachment C: List of Employees to Be Added**

None

**Attachment D: List of Employees to Be Excluded**

None

## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

19-RD-316179

## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

The Baseball Club of Seattle, LLLP

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☒ OTHER (Specify) **LLLP**

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION  
OR FORMATION

N/A

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

N/A

## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

First Avenue Entertainment, LLLP, Mariners Investment LLC; same address in 7A

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)

MLB Team

## 7A. PRINCIPAL LOCATION:

1250 1st Ave S, Seattle WA 98134

## 7B. BRANCH LOCATIONS:

n/a

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL: ~ 1800

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		✓
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		✓
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		✓
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		✓
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		✓
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____	✓	
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____	✓	
H. Gross Revenues from all sales or performance of services (Check the largest amount): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input checked="" type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☒ YES ☐ NO (If yes, name and address of association or group). **MLB, 1271 Avenue of the Americas, NY, NY 10020**

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
Tim Kornegay	EVp + CFO	tkornegay@mariners.com	206.346.4026

## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE

## PRIVACY ACT STATEMENT

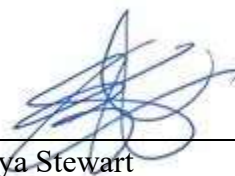
Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

## **CERTIFICATE OF SERVICE**

The undersigned declares under penalty of perjury under the laws of the United States of America and hereby certifies that on this date, a true and accurate copy of the Employer's Statement of Position and attachments was filed with Region 19 via the NLRB's electronic filing system. Additionally, they were sent via regular U.S. Mail and email to the following:

1. Tami L. Kecherson  
21435 130<sup>th</sup> Avenue SE  
Kent, WA 98031  
[Tamikech1@gmail.com](mailto:Tamikech1@gmail.com)
2. Matt Loveday  
Organizing Director  
UFCW Local 3000  
5030 First Avenue South, Suite 200  
Seattle, WA 98134  
[mloveday@ufcw3000.org](mailto:mloveday@ufcw3000.org)

Dated this 26<sup>th</sup> day of April, 2023.



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Tanya Stewart

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**STATEMENT OF POSITION**

**DO NOT WRITE IN THIS SPACE**

Case No.

Date Filed

**INSTRUCTIONS:** Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

**Note:** Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7. In RM cases, the employer is NOT required to respond to items 3, 5, 6, and 8a-8e below.

1a. Full name of party filing Statement of Position: United Food and Commercial Workers Union Local 3000		1c. Business Phone: 206-419-0433	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code): 23040 Pacific Hwy S. Suite 101 Des Moines, WA 98198-7268		1d. Cell No.:	1f. e-Mail Address: mloveday@ufcw3000.org
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b.)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.)			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit. Added: Excluded:			
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility. N/A			
5. Is there a bar to conducting an election in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position. See attached.			
6. Describe all other issues you intend to raise at the pre-election hearing. N/A			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at <a href="http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2011">http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2011</a> (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D).			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s): N/A	8c. Time(s): N/A	8d. Location(s): N/A	
8e. Eligibility Period (e.g. special eligibility formula): Standard	8f. Last Payroll Period Ending Date:	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
<b>9. Representative who will accept service of all papers for purposes of the representation proceeding</b>			
9a. Full name and title of authorized representative Troy Thornton, Counsel for Local 3000		9b. Signature of authorized representative s/ Troy Thornton	9c. Date 4/25/2023
9d. Address (Street and number, city, state, and ZIP code) 4218 227th Ave Ct. E Buckley, WA, 98321			9e. e-Mail Address troy@mcguinnessstreepy.onmi
9f. Business Phone No.: 253-528-0202	9g. Fax No.:	9h. Cell No.:	

**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**EXHIBIT 3**

## 19-RD-316179 Union's Statement of Position Attachment

6. The Employer's commission of a ULP currently under review by the Board should bar any election in this matter. In general, the Board will dismiss a decertification petition when there is a concurrent ULP complaint alleging certain conduct that would interfere with employee free choice, and the complaint is inherently inconsistent with the petition itself. *Overnite Transp. Co.*, 333 NLRB 1392 (2001). Conduct that taints an incumbent union's subsequent loss of majority support will generally lead to the Board to dismiss a decertification petition. *Id.* In the present situation, the Union is alleging that the Employer unilaterally revoked a benefit that stadium employees have grown accustomed to at T-Mobile Park- subsidized parking. Given that MLB games are roughly 30 minutes shorter on average due to rule changes implemented prior to the 2023 season, workers are in turn working shorter shifts. Forcing workers to find non-subsidized parking in expensive lots near T-Mobile Park and blaming the Union undoubtedly has the effect of tainting workers' feelings toward the union when those workers are also facing shorter shifts on a daily basis.

Additionally, the Union's position is that the Board should apply the precedent set in *Keller Plastics* (157 NLRB 583 (1966)), and *Lamons Gasket Co.* (357 NLRB 72 (2011)), rather than the voluntary recognition rule promulgated in 2020 (85 FR 18370) which is currently under reconsideration. This is because the Employer recognized UFCW Local 3000 in good faith at a time when the Union demonstrated majority support and was engaged in organizing activity. This demonstrates that the necessary facts exist to implement such a voluntary recognition bar.

**We dispute the statement of position by the Union regarding Bars to election.** This is an RD petition requesting to remove UFCW 3000 as the recognized union representing the Seattle Mariners Retail employees. We object to the methods used by the union to exclude large number of Seattle Mariners Retail employees from being informed about and involved in all processes, beginning with the method used to certify the union, to the lack of involvement and inclusion as well as communication throughout information gathering sessions to discuss contract desires. The Seattle Mariners Retail employees should have been informed of the meetings taken place, held an election to identify members to sit on the committees as agreed to representatives of the Seattle Mariners Retail employees, giving every member a point of contact and to discuss the issues they would like to be presented to the Seattle Mariners. The Seattle Mariners Retail employees, especially the veteran members with over two years of service, should have been provided all efforts of inclusion throughout the processes, by UFCW 3000. The Seattle Mariners Retail employees were kept in the dark from the start of certification processes through and including the contract ratification process.

**We dispute the Unions Statement of Position 6. as the only issue being the discounted/subsidized parking was not included in the CBA and the entire reason behind this petition for Decertifying them as the union representing the Seattle Mariners Retail Employees. It is not.** This is only one of many issues why the Seattle Mariners Retail employees as listed in the Employer's Statement of Position 3(a) under Included are requesting the vote to Decertify UFCW 3000 as their union of representation. Far and above the lack of inclusion of discounted/subsidized parking within the CBA, the Retail members do not want to be represented by a Union that conducts all business secretively, with lack of communication, lack of seeking facts and knowledge about the different classes of employees, (year round vs event staff vs warehouse and freight employees, etc.) the differences in types of benefits each class of retail employee has been receiving, expects to continue receiving and any additional benefits each class would like to request. If we choose to be represented, we want everyone in the Retail departments to be able to vote on being represented, via a formal vote, not the signature card process that was conducted at the end of the 2022 season. We want the people who have been with the Mariners, know the experience and history to be on board with unionizing, not first year employees hard selling and pushing for signatures with little to no information as to the benefits of being represented by a union, other than higher pay, and representation during times of management/employee disciplinary or corrective action settings. The majority of returning Event Staff Retail feel the Mariners Retail Management conduct business in such a positive manner, there is no need for Union representation.

Regarding the parking situation, Retail employees who work during game days, many do not have the ability to utilize mass transit due to lack of convenient and safe locations to park at transit stations before and more significantly after games, since we are leaving the stadium between 9 and 11 pm, as well as the additional time added to the commute to get to and from the games. Team Store members often are the last employees to leave the stadium. This year, even though the games are shorter, our after game crowds are so large, we are leaving after the shuttle to the Union Station parking garage has ceased operations, or heading toward parking areas further away, walking alone to our cars, or the nearby Link Light Rail station, in an of the city that is truly not safe to be walking alone during the late hours of the night. It is not simply a matter of cost, but a matter of employee safety as well.

If we choose to unionize, we want a Union who performs their full homework to gather the data to include in a contract, to utilize a committee voted on by the members to represent them during data gathering and contract content discussions, who openly explains to members that all previous benefits

are off the table, everything starts from ground zero and acknowledge if something isn't asked for and included in the written agreement, it is lost and off the table. Rumors are the Union's going in position was to ask for free parking. The majority of Game Day Event Staff were fine with the existing \$5 discounted parking at Union Station Garage as well as the discount I believe as \$24 at the Lumen Field Garage. The smaller population of retail employees at the Westlake Team Store have a far greater requirement for free or supplemented parking, but they don't represent, and are outnumbered by the total in Season Event Staff Retail Employees. Both types of employees should have their needs reasonably met by the Union representing them, and presented to the employer during negotiations.

If we choose to unionize, we want a Union who openly communicates status in all steps of all processes. From the 10/14/23 email retail employees received from Lisa Winsby with the Seattle Mariners, UFCW 3000 was completely silent to the vast majority of retail employees until March 3, 2023 when we all received notification of a tentative agreement. Many of us had not known there was a certification effort that had gone on. We want to be able to conduct a vote to unionize, to vote on members of the committee set up to gather information on our behalf as to what to ask for, what the prioritization of the items being asked for are, etc. All Union effort was conducted in the proverbial black hole. There were bullet points of a select set of items contained in the CBA. Most Retail employees thought this was a list of highlights, not THE ENTIRE list of content. There was no mention of a supposed verbal agreement outside of the CBA agreement to keep the subsidized parking. While I am not a lawyer, I and most members of the Retail employees are aware, in most cases, verbal agreements are as good as the paper they are written on.

The March 3, 2023 email provided the name and number of a Union representative. Many members attempted to contact this representative via phone or email. Majority of which received no response from the representative or anyone else within UFCW 3000. Many Retail employees specifically from Event Staff called, trying to find out whether or not we qualified for the subsidized, discounted parking as in years past. Of the few that received response, they were told there was a verbal agreement, outside of the CBA that the Union claims the Mariners agreed to maintain the discounted/subsidized parking for the Retail employees. Further evidence the UFCW 3000 employees conducting negotiations as representing Mariners Retail Employees had not conducted sufficient fact finding to learn how important the reduced NEARBY parking is to Event Staff Retail employees.

March 7, 2023 an email was sent by UFCW 3000 to inform of date and time of an in person vote to ratify the contract. There was no attempt by UFCW 3000 to verify whether or not the date, time and 60 minutes projected for an in-person vote would be amenable to most returning Event Staff retail employees, or whether the vast majority of returning employees would be able to attend the Welcome back Retail Meeting. As it happened, a large quantity were unavailable, working at another Seattle Sports event occurring at the exact same time. There was one returning Event Staff Member who was able to attend, spent the entire 60 minutes trying to get his questions answered, with very little luck. There were many brand new hires to Event Staff Retail who were ushered into the room, shown a piece of paper that looked identical to paperwork provided by the Mariners after accepting their offer of employment, with no explanation as to this being the very first contract negotiated by UFCW 3000 on behalf of the Retail employees, how the new contract compared to what the Mariners provided prior to UFCW 3000 unionization efforts, etc. With the Union had full knowledge the requirement for ratification was 50% of those submitting a vote at the in person vote, with significantly less than 50% of the Event Staff employees present, UFCW 3000 was able to successfully ratify the contract with the vote by the

voter population being comprised vastly of newly hired employees who had no history and significantly insufficient knowledge as to what they were voting on. Further reinforcing the perception UFCW 3000 was on a mission to certify and represent Seattle Mariners Retail Employees in any manner they could.

March 21, 2023 an email was sent by UFCW 3000 to inform the contract was ratified. Many Retail members again tried to contact UFCW 3000 representatives to find out the exact details of the content within the CBA, again being met with silence, lack of response.

The employees did not gain anything by being represented by UFCW 3000, I have run numbers that show the annual cost of this contract to an Event Staff Retail employee, unable to utilize metro and any mass transit options, experiences a nearly \$2000 annual loss in income from the contract the UFCW 3000 negotiated. Average 13 games per month, work schedule 5.5 hrs per game, parking \$30 per game, guessing union dues at \$25 per month. We recognize our positions are seasonal, part time, tied to the variability and scheduling of Mariners home games and special events. This is vastly different from the year round Retail employees, who may be more dependent on the income and additional benefits they receive, including free or subsidized parking from working in the Mariners Retail positions.

Should we choose to be represented, it would be with a Union who does their homework, knows that starting a brand new CBA means EVERYTHING previously provided by the employer is off the table, must be asked for in writing to be included in the new contract, does their homework to distinguish the different types of employees, (year round, game day, warehouse) and their vastly different requirements or desires regarding benefits provided by the employer, utilizes sufficient number of employee representatives, as elected by the Retail employees, to represent each type of employee during contract content preparation meetings, and MOST IMPORTANTLY is open, HONEST, transparent and frequent in their communications with the represented units, willingly responding to all calls, emails, messages and other means of contacts received from the employees they represent.

The Retail employees are petitioning to vote to Decertify UFCW 3000 from representing them due to the means used to get the Retail employees certified, (quick card signatures gathered in secret at the end of a season vs full eligible employee vote while staffing is high), lack of intent to gather information from sufficient numbers of employees within each type of Retail employee to understand their distinct and different benefit desires and requirements, lack of transparency, lack of communication and lack of response when contacted throughout the entire process needs of the Seasonal Event Staff.



**We dispute the Seattle Mariners statement of position 8b, to conduct an in-person vote on a game day to decertify UFCW 3000 as the union representing Seattle Mariners Retail Employees.** We request the vote for Decertification of UFCW 3000 be handled via Mail Ballot, ensuring all employees within the represented group have the ability to make their choice known as to being satisfied with how UFCW 3000 has represented them to date, and whether or not they choose to be represented by UFCW 3000 going forward. I request this vote be conducted within the next 30 days, with the ballots going out to all members of the Mariners employees as listed in the Employer's Statement of Position 3(a) under Included, as of a date the date the petition was filed, April 14, 2023.

**LABOR HARMONY AGREEMENT AT SEATTLE MAJOR LEAGUE BASEBALL  
STADIUM (CURRENTLY KNOWN AS SAFECO FIELD)**

1. This Labor Harmony Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among the The Baseball Club of Seattle, L.L.L.P. (the "Club"), the owner of the Seattle Mariners Major League Baseball club, and the exclusive tenant of the Major League Baseball stadium currently known as Safeco Field (the "Ballpark"), and the King County Labor Council, UNITE HERE! Local 8, IATSE Local 15, United Food and Commercial Workers Local 21, IUOE Local 286, Teamsters Local 117, SEIU6 Property Services Northwest, IATSE Local 793, and IATSE Local 887. These Unions are sometimes referred to herein collectively as the "Unions," and each is sometimes individually referred to as a "Union." The Club includes its successors and/or assigns and shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Club covered by this Agreement, or a subsidiary of the Club covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Club covered by this Agreement. In no event shall the definition of "Club" be interpreted to impute any individual liability or obligation upon any principal or individual owner of the Club.

Any Employees covered by this Agreement (hereinafter "Employees") shall mean all persons employed at the Ballpark, or at an office building, store, hotel, restaurant, or pub owned or developed by the Club located at the Ballpark, as set forth in the Units described on Exhibit A, excluding: (i) all office and clerical employees; (ii) all supervisory, managerial and professional employees (but not excluding "lead" employees); (iii) certain direct employees of the Club (such as baseball players and other such talent); and (iv) all employees and players employed by or associated with all teams and other organizations or other employers using the Ballpark.

These exclusions shall be construed in accordance with the National Labor Relations Act. "Unit" means the bargaining units of employees set forth in Exhibit A to this Agreement, which shall be recognized as appropriate unit(s) for Employees at the Ballpark.

2. In consideration for the Club's covenants made herein to establish conditions favorable for Employees employed at the Ballpark to choose whether to be represented by labor organizations in an atmosphere without delay, intimidation or labor-management conflict, the Unions promise and covenant for themselves and on behalf of their members that they will not engage in any strike, picketing, boycott, slowdowns, walkouts, sick outs, and/or sympathy strikes with respect to any aspect of the operations at the Ballpark and/or the Club.

This promise shall terminate immediately and without notice with respect to any Unit of employees upon the recognition of any Union other than a Union signatory to this Agreement as the exclusive collective bargaining representative for the Employees in that Unit; provided, however, that the termination of this promise applies only to that Unit and the Union associated with that Unit in Exhibit A.

Except as permitted below, the Unions and the Club will not file any charges with the National Labor Relations Board ("NLRB") or commence any other action in law or equity in

connection with any act or omission occurring within the context of this Agreement; arbitration under this Agreement shall be the exclusive remedy.

3. The Club agrees to take a neutral approach on the subject of unionization of Employees by not taking any action or making any statement showing preference for or opposition to Employee organizing.

4. The Club agrees that the duly authorized representatives of the Union(s) representing or seeking to represent Employees in any Unit shall be permitted to enter the Ballpark and/or the Club's leased premises where the Employees work, provided that such representatives shall only communicate with the Employees on the Employees' non-work time and in places that are non-work areas for them and shall not interfere with the orderly operations of the Ballpark.

5. The Club agrees that within ten (10) days following receipt of written notice of intent to organize a Unit of Employees, the Club (or the applicable contractor or sub-contractor) shall furnish the applicable Union based on the jurisdictions set forth in Exhibit A with a complete list of all Employees in the Unit, showing their place of employment, job classification, departments, home addresses, telephone numbers and, if available, email addresses.

6. If a Union requests recognition as the exclusive collective bargaining agent for Employees in a Unit, the following procedure shall apply:

a. Arbitrator Richard Ahearn, or another person mutually acceptable to the Club (or the applicable contractor or sub-contractor) and said Union, will conduct a review of Employees' authorization cards or other written proof of Union authorization submitted by the Union in support of its claim to represent a majority of such Employees.

b. For purposes of this determination, the Club (or the applicable contractor or sub-contractor) shall furnish the arbitrator and the Union with a current list of Employees in the Unit and their job classifications. If that review establishes that a majority of such Employees in any group or subgroup or unit has designated the Union as their exclusive collective bargaining representative, the Club (or the applicable contractor or sub-contractor) will recognize the Union as such representative of such Employees.

c. If a Union is recognized as the exclusive collective bargaining representative as provided herein, then the Union and the Club (or the applicable contractor or sub-contractor) shall promptly commence negotiations for a collective bargaining agreement and conduct them diligently and in good faith to the end of reaching agreement expeditiously. If the Union and the Club (or the applicable contractor or sub-contractor) are unable to reach agreement on a collective bargaining agreement within one hundred and twenty (120) days after recognition pursuant to paragraph (b), all unresolved issues shall be submitted for resolution to final and binding arbitration pursuant to paragraph (5) below. The arbitrator identified in paragraph (5) shall be the arbitrator, unless another arbitrator is mutually agreed to by the parties. The arbitrator shall be guided by the following, among other considerations: 1) the wages, benefits, and terms and conditions of employment enjoyed by similar union-represented groups of employees in other

similar enterprises in King County, Washington; 2) the financial ability of the Club (or the applicable contractor or sub-contractor); 3) the size and type of the operations of the Club (or the applicable contractor or sub-contractor); and 4) the cost of living as it affects the Employees of the Club (or the applicable contractor or sub-contractor). The parties shall each submit a statement to the arbitrator before arbitration, copying the other party, outlining the considerations each party believes to be relevant given the specific circumstances at issue before the arbitrator. This subsection shall apply only to the first collective bargaining agreement and not to any successor or replacement agreements.

d. The Club (or the applicable contractor or sub-contractor) will not file a petition with the National Labor Relations Board (NLRB) for any election in connection with any demands for recognition provided for in this agreement.

e. Any jurisdictional dispute which may arise between any two (2) or more labor organizations who are seeking recognition under this Agreement shall be settled as follows. A Union which contends a jurisdictional dispute exists shall file a written statement with the other affected Union(s) describing the substance of the dispute. During the thirty (30) day period following this notice, the Unions, along with a representative of the Martin Luther King County Labor Council, shall attempt to settle the dispute among themselves, and if unsuccessful, shall request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) in order to settle the dispute. If mediation is unsuccessful, the parties shall resolve the jurisdictional dispute via the arbitration procedure outlined in paragraph (5).

f. The procedures outlined in paragraph six (6) of this agreement apply to units organized after the effective date of this agreement, and/or employees who have signed recognition cards after the effective date of this agreement.

7. Any disputes over the interpretation or application of this agreement shall be resolved by the following procedure:

a. Any such dispute shall be submitted to expedited and binding arbitration, with Rich Ahearn as the permanent arbitrator. If Arbitrator Ahearn is not available to serve within sixty (60) calendar days of notification, then Kenneth Latsch shall be the arbitrator.

b. If neither is available within 60 calendar days, and the parties cannot agree on a mutually agreeable alternate within an additional seven (7) calendar days, then the arbitrator shall be selected by notice to the American Arbitration Association ("AAA") requesting that AAA serve as the case administrator and furnish a list of arbitrators. The list shall contain five (5) names of arbitrators who are members of the National Academy of Arbitrators and who reside in the States of Washington or Oregon. The parties shall select the arbitrator by alternately striking names from the list. The first party to strike shall be determined by a coin toss.

c. Each party shall bear its respective costs. The costs of the arbitrator, room, and case administration (if any) shall be borne equally by the parties.

d. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement.

e. Either party may file a motion to vacate, modify or correct an arbitration award in accordance with the provisions of the Labor Management Relations Act § 301, 29 U.S.C. § 185, and Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*, in the United States District Court for the Western District of Washington. Any party who does not prevail on such motion shall be liable for the other party's reasonable attorneys' fees. During such an action, the court and arbitrator shall have the authority to order the non-compliant party to comply with this Agreement, and to implement the arbitration award pending judicial decision.

f. The Club (or the applicable contractor or sub-contractor) and the union will not file any charges with the NLRB or commence any other action in law or equity in connection with any act or omission occurring within the context of this Agreement; arbitration under paragraph (5) shall be the exclusive remedy.

g. Notwithstanding any part of this paragraph seven (7), the Club (or the applicable contractor or subcontractor) may seek equitable relief before the NLRB or in any court of competent jurisdiction solely to enforce the no-strike/no picketing provisions contained in this Agreement.

8. In the event that the Club (or the applicable contractor or sub-contractor) sells, transfers, or assigns a controlling interest in its operations, the Club (or the applicable contractor or sub-contractor) shall give the affected Union(s) advance written notice thereof at least ten (10) business days before closing. The Club's successors, assigns, and subcontractors will be bound by these terms of this Agreement. The Club shall provide its recognized Unions notice of any sale, subcontract or other transfer of any right to operate an operation at the Ballpark, including notice of the identity of the new operator. In the event of such a sale, assignment, or transfer, the Club (or the applicable contractor or sub-contractor) will obtain from the buyer, assignee or transferee a written assumption of this Agreement and furnish the relevant portion thereof to the Union(s), in which event the Club (or the applicable contractor or sub-contractor) shall be relieved of its obligations hereunder.

9. The provisions above may be modified in a collective bargaining agreement or other written agreement between the Club (or the applicable contractor or sub-contractor) and the applicable Union, but only if the modification is explicitly set forth in such agreement in clear and unambiguous terms.

10. Should any provision of this Agreement be invalidated by a court of competent jurisdiction, it shall be severed and the remainder enforced.

11. Commencing with contracts entered into after the date of this Agreement, the Club agrees to require contractors and sub-contractors to meet each of the above terms. For short-term rental use of the Ballpark by outside organizations, the Club agrees to include in its agreements that the Unions should be considered as the preferred provider of services for such agreements. The Club also agrees that these terms shall apply at all currently existing and future

Club-owned or operated facilities in Washington, including Club-owned or operated stores, office buildings, hotels, restaurants/pubs, and other such facilities outside the stadium premises (and to any contractors operating such stores), provided, that all of the Employees in a given classification at any one facility, store, or location will be presumed to be an appropriate bargaining unit for the purposes of this agreement, notwithstanding any community of interest which said Employees might share with Employees in a different classification or Employees who are employed a different facility, store, or location.

12. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Club and the Unions until the earlier of (1) twenty-five years beyond the expiration date of any Collective Bargaining Agreement with the Club, or (2) the expiration of any lease for the Ballpark commencing January 1, 2019 between the Club and Washington State Major League Stadium Public Facilities District. The provisions governing labor peace contained herein, or substantially similar provisions as may be mutually agreed upon by the parties, must be contained in the Collective Bargaining Agreement(s) between the Club (or applicable contractor or subcontractor) and the applicable Union, if at all.

13. In consideration for the Club's covenants made herein to establish conditions favorable for Employees to choose whether to be represented by labor organizations in an atmosphere without delay, intimidation or labor-management conflict, the Unions falling under the scope of this Agreement promise and covenant for themselves and on behalf of their members that they will not engage in any strike, picketing, boycott, slowdowns, walkouts, sick outs, and/or sympathy strikes with respect to the Club or with respect to the provision of funds for the Club as outlined herein.

14. All notices required by any section of this Agreement must be in writing and must be personally delivered or sent by facsimile or overnight air courier as follows:

If to Club, at: [TBD]

with copies to: [TBD]

If to King County Labor Council, at: 2800 First Avenue, Suite 206  
Seattle, WA 98121  
with a copy to: Nicole Grant

If to UNITE HERE! Local 8, at: 2800 First Avenue, Room 252  
Seattle, WA 98121  
with a copy to: Erik Van Rossum

If to IATSE Local 15, at: 2800 1st Ave #231  
Seattle, WA 98121

with a copy to: Sal Ponce

If to United Food and  
Commercial Workers  
Local 21, at:  
with a copy to: 5030 First Avenue South, Suite 200  
Seattle, WA 98134  
Todd Crosby

If to IUOE Local 286, at:  
with a copy to: 18 E Street SW  
Auburn, WA 98001  
Bryan Raby

If to Teamsters Local 117:  
with a copy to: 14675 Interurban Ave. S. Ste. # 307  
Tukwila, WA 98168  
John Searcy

If to SEIU6 Property  
Services Northwest, at:  
with a copy to: 3720 Airport Way South  
Seattle, WA 98134  
Sergio Salinas

If to IATSE Local 793, at:  
with a copy to: 2800 1st Ave, Suite 225  
Seattle, WA 98121  
Gary Kolano

If to IATSE Local 887, at:  
with a copy to: 2800 1st Ave, Suite 236  
Seattle, WA 98121  
Delia Mulholland

or to such other locations as a party may notify the other parties. Notices sent in accordance with this Section are deemed delivered and received on the earliest to occur of the following: (a) personal delivery; (b) one (1) business day after the date of delivery to a nationally-recognized overnight air courier; (c) successful facsimile transmission if sent by facsimile during the receiving party's normal business hours; or (d) the first business day after successful facsimile transmission if sent by facsimile other than during the receiving party's normal business hours.

15. In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute which most nearly achieves the same objective. In the even the parties are unable to agree on a substitute, the matter shall be submitted to arbitration as provided above; the arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

16. This Agreement, and pertinent provisions falling under this Agreement, shall be construed in accordance with the laws of the State of Washington, except as preempted or governed by federal law under the National Labor Relations Act and other applicable federal statutes.

**The Baseball Club of Seattle, L.L.P.**

BY: [Signature]

ITS: EVP ? General Counsel

DATE: 11-27-18

**King County Labor Council**

BY: [Signature]

ITS: MLK Labor

DATE: 11/27/18

**UNITE HERE! Local 8**

BY: [Signature]

ITS: Secretary Treasurer

DATE: 11/27/2018



**IATSE Local 15**

BY: [Signature]

ITS: President

DATE: 11/27/2018

**United Food and Commercial Workers Local 21**

BY: [Signature]

ITS: Asst to President

DATE: 11/27/2018

**I.U.O.E. Local 286**

BY: [Signature]

ITS: labor Relations Specialist

DATE: 11-27-18

**Teamsters Local 117**

BY: [Signature]

ITS: Secretary-Treasurer

DATE: 11/27/18

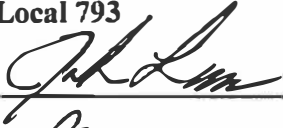
**SEIU6 Property Services Northwest**

BY: [Signature]

ITS: Political Director

DATE: 11/27/2018

**IATSE Local 793**

BY: 

ITS: PRESIDENT 793

DATE: 11/27/2018

**IATSE Local 887**

BY: 

ITS: Business Representative

DATE: 11/19/2018

## **EXHIBIT A**

### **Area Concessions, Restaurant, and Event Employees (UNITE HERE! Local 8)**

All regular full-time, regular part-time, and event based restaurant, vending, concessions, club level, and suite level food and beverage employees including but not limited to stand workers, stand leads, concessions cashiers, warehouse workers, laundry workers, cooks, dishwashers/stewards, utility workers, hosts, servers, bussers, runners, bartenders, barbacks, expeditors, catering attendants, suite attendants, suite runners, suite cashiers, vending & support workers, banquet captains, banquet housepersons, banquet kitchen workers, and banquet servers.

### **Hotel Service Employees, if a hotel is developed by the Club (UNITE HERE! Local 8)**

All regular full-time and regular part-time hotel employees including front desk, bell department, hotel housekeeping, food and beverage, banquet, conference services, hotel janitorial, hotel cleaning and laundry employees (including room cleaners, house persons, bell persons, baggage handlers, door persons, telephone operators, cooks, kitchen employees, utility employees, servers, banquet captains, banquet servers, banquet house persons, bussers, bartenders, hotel and dining room cashiers, hosts, front desk agents, concierges, non-hotel public space cleaners, restroom attendants, office cleaners, laundry workers, and recreational employees.

### **Stage & Theatrical Employees (IATSE Local 15)**

All regular full-time, regular part-time, and event based stage & theatrical employees including riggers, packers, builders, spotlight operators, video technicians, audio technicians, pyrotechnicians, camera operators, film projectionists and stagehands/grips, and to the extent performing tradeshow, convention, sporting, concert, stage and theatrical work, forklift operators and truck loaders.

### **Costume Construction and Wardrobe Employees (IATSE Local 887)**

All regular full-time, regular part-time, and event based costume and wardrobe employees, including stitchers, tailors, drapers, cutters, and crafts artisans, executing costume construction, repair, alterations and maintenance, as well as dressers assisting performers during live theatrical events.

### **Broadcast Remote & Studio (IATSE Local 793)**

I.A.T.S.E. Local 793 will have exclusive rights to provide all crews for all sporting and non-sporting events, entertainment, concerts, computer gaming competitions, and corporate events either broadcast, non-broadcast, remotes, live-to-tape, stadium scoreboard / in-house operations & stadium video control room, webcast, or streaming, to include all Full-Time, Part-Time, and Freelance Employees in the following inclusion: technical directors (TD), audio mixer, audio assistants, specialty microphone operators, video, video assistants, video fiber optic technicians, graphics operators, graphic coordinators, camera operators (both stationary and remotely operated), robotic operators, jib operators, capture/playback operators (CPO), score box operator, utility, phone ad, assistant director / stage manager, red hat / time out coordinator, statistician, runner, ENG / EFP operator, ENG / EFP grip, trainees, and others who are in similar technical crew positions.

**Retail Employees (UFCW 21)**

All regular full-time, regular part-time, and event based cashiers, sales associates, sales workers, clerks, customer service representatives, stockers, stock clerks, visual merchandisers, warehouse associates, and any others engaged in selling or handling merchandise.

**Maintenance Employees (IUOE Local 286)**

All regular full-time and regular part-time maintenance employees, including employees who operate, maintain, repair, renovate, troubleshoot, monitor, service, and overhaul, all boilers and steam systems; heating, ventilation on air conditioning systems; building automation systems such as PLCs and DDCs; diesel engines, turbines, and power generators; tanks, compressors, pumps, piping and compressed gas systems; refrigeration systems; conveyance systems; mechanical, pneumatic, and hydraulic equipment; wastewater treatment facilities; plumbing; excavation; dry wall; flooring; welding; electrical work; framing; doors; windows; parts and the associated storage of them; painting; and all other machinery, vessels, equipment and related appurtenances and auxiliaries, including all associated welding and electrical work.

**Operations Employees (Teamsters Local 117)**

All regular full-time, regular part-time, and event based operations and “day of game” employees including ushers, ticket takers/ticket scanners, ticket sellers, door attendants, program vendors, admissions attendants, and suite attendants (i.e. non-food and beverage), grounds crew, parking lot attendants and valet attendants, cashiers and checkers, elevator operators, escalator operators, and warehouse and distribution employees.

**Janitorial Employees (SEIU6 Property Services Northwest)**

All regular full-time, regular part-time, and event based janitorial and cleaning employees.

**Security Employees (SEIU6 Property Services Northwest)**

All regular full-time, regular part-time, and event based guards and security employees.

**NEUTRAL'S CERTIFICATION**

**Baseball Club of Seattle L.L.L.P.  
and  
United Food and Commercial Workers International Union, Local 3000  
(Formerly UFCW Local 21)**

Baseball Club of Seattle L.L.L.P. (the "Employer") and the United Food and Commercial Workers International Union (the "Union") appeared before me today for the purposes of conducting a voluntary, card-check procedure to determine whether the Union has majority support among the employees employed by the Employer in the following prospective bargaining unit: all regular full time, regular part-time, and event based cashiers, sales associates, sales workers, clerks, customer service representatives, stockers, stock clerks, visual merchandisers, warehouse associates, and any others engaged in selling or handling merchandise.

The Employer has provided a list of employees in the Bargaining Unit employed as of October 4, 2022 and represents that this list is true and complete. The Union has produced authorization cards that it represents and warrants are signed and dated by individuals designating the Union to be the signatory's collective bargaining representative.

Number of employees in bargaining unit: 133

Number of authorization cards rejected: 0

Based on my personal comparison of the signatures on the signed authorization cards with the names of the employees on the list, I hereby certify that the Union has demonstrated numerical majority support among the Bargaining Unit employees.

Dated: October 13, 2022 at  
Seattle, Washington.



Richard L. Ahearn, Esq.

# COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE MARINERS

and

UFCW LOCAL 3000

March 18, 2023 - January 31, 2025

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## **PREAMBLE**

This Agreement is made and entered into by and between The Baseball Club of Seattle LLP d/b/a Seattle Mariners (hereinafter referred to as the "Employer") and United Food and Commercial Workers, Local 3000 (hereinafter referred to as the "Union").

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

In consideration of the mutual agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows

## **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time, and seasonal cashiers, sales associates, sales workers, clerks, customer service representatives, stockers, stock clerks, visual merchandisers, warehouse associates employed at retail establishments, and any others engaged in selling or handling merchandise.

1.2 At least ten (10) business days prior to closing on any sale, transfer, or assignment of a controlling interest in its operations, the Employer shall give the Union advance notice, including notice of the identity of the new operator.

1.3 In the event the Employer decides to subcontract unit work, in order to augment its workforce, it shall provide 30 days written notice to the Union. Employees covered under this agreement shall not suffer a reduction of hours, layoff, or change in their classification. The Employer and Union shall meet and bargain over the effects of the subcontracted work.

1.4 The Employer shall notify the Union of its intention to create new job classifications in the bargaining unit prior to the proposed start date of such new classifications. The Employer and the Union shall discuss the inclusion/exclusion of new job classifications in the bargaining unit. Any disagreement in bargaining unit determination shall be resolved by the National Labor Relations Board (NLRB), or in another mutually agreed venue.

## **ARTICLE 2 - UNION SECURITY**

2.1 Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing



on the date of this Agreement shall remain members in good standing, and those who are not members on the date of this Agreement, shall, on the thirtieth (30th) day or after one hundred hours of employment, whichever is longer, following the date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day or after one hundred hours of employment, whichever is longer, following the beginning of such employment become and remain members in good standing in the Union.

2.2 The Employer shall suspend any employee as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if a employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such staff person be suspended. The Union will work with the employee to resolve the issue, which may include reviewing options to reduce amount owed, placing the member on a payment plan, or other options that may be available to the employee.

2.2.2 Upon receipt of a letter requesting suspension of an employee who has not complied with Article 2 of the Agreement, the Employer shall within (7) calendar days notify such employee that if they have not complied with the Union membership requirements of Article 2 of the Agreement within forty-five days (45) from the date of Union's written request for suspension, their employment shall automatically be suspended.

2.2.3 The Union agrees to withdraw any letter of suspension if an employee, in respect to whom such letter has been served, shall complete their membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the suspension of any employee in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against any loss, as a result of relying upon the direction of the Union in suspending any employee. The Employer agrees that when the Union notifies the Employer that the reason for the suspension was a bona fide clerical error, the Employer will reinstate the employee to their former position on the next schedule without reimbursement for any lost wages or benefits.

2.3 The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, department, job classification, date of hire,

last four digits of social security number, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.

2.4 During the term of this Agreement, the Employer shall deduct Union all dues, initiation fee and agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include, name, last four digits of social security number, and dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

2.4.1 The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee. The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.4.

2.5 **Active Ballot Club Check-off:** The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC). Deductions shall be administered according to guidelines established by the Employer.

### **ARTICLE 3 - UNION REPRESENTATION**

3.1. **Officers of the Union/Stewards:** The Employer agrees to recognize Union-designated stewards and representatives of the Union. The recognized stewards or representatives will be allowed a reasonable amount of time during working hours on non-paid time for purposes of investigation of grievances and processing of grievances providing such work does not interfere with or delay the performance of any work. Solely to perform representational functions, Union elected representatives will be granted access to Mariner's facilities where employees are working, during working hours including during games. For Union Representatives to have access during game-time they will schedule in advance with People & Culture. The Employer shall provide a pass or other form of identification for Union Representatives granted access during a game.

3.2. **Distribution of the Agreement:** The Employer shall make available an electronic or paper copy of this Agreement to all current and newly hired employees covered by this Agreement, including alternative language versions of the Agreement for employees whose primary language is not English (*in the employee's primary language as identified by the employee*). If produced by paper, the Employer will pay for all costs of reproducing the Agreement.

#### **ARTICLE 4 - EMPLOYMENT PRACTICES**

4.1 **Non-Discrimination:** Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, color, religion, sex, national origin, age, gender identity, sexual orientation, military status, marital status, ancestry, or any other legally protected class or condition. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/ or federal law, including the Americans with Disability Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

The Employer and the Union will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of the Union.

4.2 **Job Posting:** Job openings in the bargaining unit shall be posted for no less than seven (7) calendar days. All bargaining unit employees will have access electronically to all job postings. The description and requirements for the job shall be included in the posting. Employees who apply for an open retail position who are not interviewed shall be informed why they were not interviewed within twenty-one (21) days of the closing date for application. In the selection process, the Employer will select the most highly qualified applicant for the retail job, which shall be determined exclusively by the Employer in its sole discretion and judgment. Where qualifications are considered by the Employer to be equal in its sole discretion and judgment, the senior employee applying for such job will be given preference. For purposes of this Agreement, the term "qualified" is herein defined to include, but not limited to, such factors as skill, competence, ability, experience, attendance/punctuality, (excluding any protected absences) record, and documented past performance, in the sole and exclusive judgment of the Employer, which shall not be exercised in a manner that is arbitrary or capricious.

4.3 **Courtesy Clause:** The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees and the public. Employees are encouraged to report concerns including, but not limited to, inappropriate behavior, sexual harassment, racial discrimination by co-workers, supervisors, or customers to their direct supervisor. If the supervisor is the alleged aggressor or, if the employee feels the

supervisor is not appropriately handling the complaint, then the employee should report their concerns directly to People & Culture or other supervisors.

4.3 **No Free Time:** The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

#### **ARTICLE 5 - NEW EMPLOYEE ORIENTATION.**

During the orientation of new employees, the Employer will provide the opportunity for thirty (30) minutes at the end of the orientation for the Union and its designated Steward and/or Union representative to discuss information about the Union and the terms of this Agreement. The Union Steward shall receive pay up to thirty (30) minutes for attending the New Employee Orientation. The new employee shall receive pay for attending the New Employee Orientation. A list of new hires in the bargaining unit, with the employees' names, phone number, job titles and department, will be emailed to the Union on the Friday prior to the orientation scheduled. If any employees are still being onboarded the Friday prior to orientation, the Employer will supplement with those employees' names, phone numbers, job titles and department as soon as reasonably possible prior to the orientation session.

#### **ARTICLE 6 - SENIORITY AND AVAILABLE HOURS**

##### **6.1 Attainment of Seniority**

6.1.1 All regular full-time and part-time employees shall attain seniority after ninety (90) calendar days with the Employer. Seasonal employees shall attain seniority after one hundred eighty (180) days with the Employer.

6.1.2 Upon completion of the applicable period, seniority shall date back to the most recent date of hire.

##### **6.2 Application of Seniority**

6.2.1 Seniority shall be applicable on an individual basis, except as otherwise provided for, and shall apply to the extent provided for in this Article.

6.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different location within the same Employer covered by this collective bargaining agreement.

6.2.3 **Layoff:** Where, on an individual store basis, there is a reduction of the number of employees holding seniority within such store, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee(s) so reduced may displace the most junior employee of the Employer in the same classification within the geographic jurisdiction covered

by this Agreement, provided qualifications and ability are equal. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

6.2.4 **Voluntary Layoff**: If the Employer has determined that layoffs are necessary, an Employee may elect to be laid-off outside of seniority to prevent or delay the lay-off of less senior employees. The Employee's offer to be laid-off outside of seniority must be submitted in writing and may be approved at the discretion of the Employer.

### 6.3 **Rehire**

6.3.1 Where this is an increase in the number of employees performing comparable work, the last employee laid off from such comparable work shall be the first employees rehired, provided qualifications and ability are equal. In the cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

6.3.2 Employees shall be required to inform the Employer in writing of their current addresses, email and phone number, employees rehired in accordance with section 6.3.1 shall be notified in writing and via email to report to work. Employees failing to report within the requisite time or failing to provide current contact information shall relinquish all recall rights.

6.3.3 The Employer will make every reasonable effort to contact the recalled employee, however, recalled Employees who do not respond within seven (7) business days of notice will forfeit their right to recall.

6.3.3.1 The Employee will be required to report for work within one (1) calendar week of accepting the recall offer. The Employer may grant reasonable requests for additional time up to one (1) additional week in order to report for work.

### 6.4 **Loss in Seniority**

6.4.1 Except as otherwise provided for in Article 7 – Leave of Absence, seniority shall be broken and the employee's services shall be terminated for the following reasons:

6.4.2 Voluntary quit;

6.4.3 Discharge in accordance with Article 16;

6.4.4 Absence caused by a layoff in excess of seventy-five (75) consecutive calendar days.

6.4.5 Absence caused by an illness or non-occupational accident of more than

three (3) months, unless an extension of an illness or non-occupational related leave of absence is approved by the Employer;

6.4.6 Absence caused by an occupational accident of more than nine (9) consecutive months unless a longer period is agreed upon between the Employer and the Union;

6.4.7 Failure to report to work seven (7) business days following the postmark of the written notice referred to in Section 6.3.3 mailed to employee's last known address; and,

6.4.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 7: Leaves of Absence.

## **ARTICLE 7 - LEAVES OF ABSENCE**

7.1 Employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

7.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

7.1.2 Pregnancy.

7.1.3 Serious illness or injury in the employee's immediate family as defined by the Family and Medical Leave Act (FMLA).

7.2 Leaves for any reason may be granted at the sole discretion of the Employer to employees regardless of length of service.

7.2.1 Union stewards shall be granted up to fourteen (14) unpaid days off per calendar year to attend Union functions.

7.2.2 Upon request of the Union, leaves of absence without pay for Union business not to exceed twelve (12) months may be granted by the Employer to employees regardless of length of service. An extension to Union leave may be granted at the discretion of the Employer.

7.3 Any request for a leave of absence under the terms of Sections 6.1 and 6.2 shall be in writing and state the following information:

7.3.1 Reason for such request;

7.3.2 Date leave is to begin; and,

7.3.3 Date of return to work.

7.4 Any leave of absence may run to a maximum of twelve (12) months unless a longer-term leave is mutually agreed to by the Employer and employee.

7.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to twelve (12) months unless a longer period is agreed upon between the Employer and the employee.

7.6 The employee must be qualified to resume their regular duties upon return to work from an approved leave of absence.

7.6.1 A doctor's certificate verifying that the employee is able to resume their normal duties must be furnished if requested by the Employer. However, the employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. The Employer may work with the Employee to reduce the burden or expense of obtaining a doctor's note if the Employer believes it may be unsafe for the employee to report to work.

7.6.2 The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

7.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated.

7.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

8.1 All hours worked in excess forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay.

8.2 A minimum of ten (10) hours shall be required between shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period.

### **8.3 Holidays:**

If they are not scheduled to work, full and part-time staff shall receive a paid day off (at the straight-time wage rate) on the following observed holidays:

New Year's Day,  
Martin Luther King, Jr. Day,  
President's Day,  
Memorial Day\*,  
Juneteenth (floating holiday),  
Independence Day\*,

Labor Day\*,  
Thanksgiving Day,  
Christmas Day

The number of hours paid for the holiday will be based upon the employee's work schedule.

If the observed holiday falls on a Saturday, the holiday will be recognized on the preceding Friday before the holiday. If the observed holiday falls on a Sunday, the holiday will be recognized on the following Monday after the holiday.

Should a full or part-time employee work on an observed holiday, the hours worked will be paid at time and one-half (1-1/2) the employee's straight-time wage rate. Additionally, seasonal staff working on the above holidays marked with a "\*" shall receive time and one-half (1-1/2) the employee's straight-time wage rate.

Holidays paid, but not worked shall not be recognized as time worked for the purpose of determining overtime.

8.4 **No Pyramiding:** There shall be no compounding or pyramiding of premium pay unless otherwise noted and overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

8.5 **Rest Period:** Employees must take a 15-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 15-minute rest break. A rest break taken in a 15-minute block should be scheduled as near as possible to the midpoint of the work period. Employees' paid rest breaks do not have to be scheduled in 15-minute blocks if the nature of the work allows an Employee to take shorter, intermittent rest breaks totaling 15 minutes for every four hours worked.

8.6 **Store Meetings:** Required store meetings shall be paid and shall be considered time worked for the purpose of computing overtime.

8.6.1 Employees required to attend such meetings on their day off shall receive a minimum of a two (2) hour call-in pay for such meetings.

8.7 **Wage Statements:** The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid, and deductions made.

8.8 **Special Events Earn Holiday Pay:** Employees shall be paid holiday pay pursuant to section 8.3 for Special Events. Special Events shall be defined as the MLB All-Star Game, World Series games, and American League Championship games held in Seattle.

## **ARTICLE 9 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

9.1 Employees shall be paid at a flat hourly rate based on the following agreement:



Rate of Pay		
STEP		WAGE
Step 1		\$21.50

Effective February 1<sup>st</sup>, 2024, a general hourly base wage increase of 3.0%.

Additionally, full- and part-time employees shall receive an additional \$1.00 per hour base wage.

9.1.1 Employees already employed at the time of ratification will be placed on the scale based on whether they are a keyholder or not with the Employer.

9.2 **Keyholders**: Any employee assigned a keyholder position shall receive a one dollar (\$1.00) an hour premium.

9.3 Excluding keyholders, no bargaining unit employee will have the expectation to formally train another employee. Job shadowing is not considered formal training.

#### **ARTICLE 10 - MANAGEMENT RIGHTS**

10.1 Except to the extent expressly limited by a specific provision of this Agreement, the Employer reserves and retains all rights which existed prior to the execution of this Agreement to manage its retail business and operations, including without limitation, the sole and exclusive rights to manage and direct the workforce and to execute the various duties, functions and responsibilities incident thereto; to determine the products to be handled or manufactured; to require and schedule reasonable overtime; to establish qualifications for all job titles; to schedule the work; to determine methods, processes and means of accomplishing the work; to conduct employee satisfaction or related surveys; to maintain or implement employee feedback or complaint processes which address issues outside of this Agreement; to determine the quality and quantity of work to be performed; to introduce new or improved methods, equipment or facilities for accomplishing the work; to change or discontinue existing work methods, products, material, or facilities; to enforce, establish, revise or add reasonable work rules, policies and procedures which the Employer deems necessary to ensure the safety and efficiency of any operations and/or its employees, by which all employees must abide (including but not limited to drug testing for reasonable suspicion and post-accident) and which are not inconsistent with the provisions of this Agreement; to decide the number of employees and the number and location of its retail operations; to hire, promote, or transfer employees; to demote, suspend, discipline or discharge employees for just cause; to allocate and assign work to employees; and to exercise such other rights as may be necessary for the proper management of the Employer's retail operations covered by this Agreement. Further, the parties understand and agree that managers and supervisors may perform bargaining-work work to the extent they deem necessary and appropriate.

10.2 It is agreed that the management rights described and specified herein, except those rights expressly abridged or limited by a specific provision of this Agreement, may not be limited by arbitration or an arbitrator, or by any other means except by mutual written agreement of the parties.

10.3 It is understood and agreed that the exercise of management rights by the Employer is not subject to prior notice, discussion, or negotiation with the Union, except to the extent expressly required by a specific provision of this Agreement.

10.4 The Employer has the sole right to outsource any work at any time and for any reason except that the intent cannot be to erode the bargaining unit.

10.5 At least ten (10) calendar days prior to implementation, the Employer will distribute revised or newly implemented work rules or personnel policies to bargaining unit employees, and provide a copy to the Union.

#### **ARTICLE 11 - VACATION**

11.1 The Employer will provide paid vacation to eligible full and part-time employees annually.

##### **Full or Part Time Eligibility:**

<u>Years of Service</u>	<u>Paid Vacation Hours Accrual</u>	<u>Max Accrual</u>
Less than one year	1 hour for every 50 worked	Up to 40 hours
1 - 4.9 years	2 hours for every 50 worked	Up to 80 hours
5 – 9.9 year	2.5 hours for every 50 worked	Up to 100 hours
10 years+	3 hours for every 50 worked	Up to 120 hours

11.2 Vacation hours will accrue upon hire and be available for use after an employee's initial probationary period has passed. The daily amount of vacation hours will be paid based upon the employee's work schedule when the hours are used. Employees may carryover up to 40 hours per year of unused, accrued vacation time. Upon separation of employment, employees will be paid out all accrued and unused vacation except in cases of disciplinary termination for cause.

11.3 While on vacation, Employees will be blacked out, meaning employees will not be on-call, or expected to work.

11.4 Seasonal staff are ineligible for paid vacation.

## **ARTICLE 12 - NO STRIKE / NO LOCKOUT**

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, boycott, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. Any employee participating in any strike, sympathy strike, boycott, picketing, walkout, slowdown, or work stoppage will be subject to discipline. The Employer agrees that during this same time period, there shall be no lockouts.

## **ARTICLE 13 - BEREAVEMENT LEAVE**

13.1 Full-time and part-time employees are eligible for up to (5) days of paid bereavement leave that must be taken within twelve (12) months of the death unless otherwise arranged and approved with the employee's manager. Hourly employees will receive pay for regularly scheduled work hours for the days requested, up to a maximum of 10 hours per day.

Immediate family members for the purposes of this policy are: spouse, child, grandchild, mother, father, sister, brother, mother/father in-law, sister/brother in-law, daughter/son in-law, grandparents, grandparents in-law, step-child, step-grandchild, step-mother/father, step sister/brother, step-grandparent, step-grandparent in-law, and domestic partner or cohabitating partner and their immediate family members.

The company may grant paid time off at the death of another family member if it is clear the relative has acted as parent of either the employee, spouse or domestic partner, or if the employee had legal guardianship of the deceased immediately prior to the death. In these instances, the employee must obtain prior approval from management to receive paid time off under this policy.

Bereavement leave will be paid at the employee's base wage rate, which does not include shift differential.

Bereavement leave will not be counted toward the computation of overtime.

Seasonal, temporary, and part-time hourly employees who work less than 20 hours a week are not eligible for paid bereavement leave.

## **ARTICLE 14 - HEALTH, WELFARE AND RETIREMENT**

14.1 All applicable health programs offered by the Employer will continue to apply for the duration of this Agreement for all regular, year-round retail staff who average a minimum of 30 weekly hours over a 12-month period. Eligible retail staff shall receive the same health programs on the same terms as all other plan participants who work for the Employer. If there are changes to the health programs during the term of this Agreement, the Employer will provide notice to the Union concerning such changes. Further, the Union expressly waives any decisional bargaining obligations associated with any changes to health programs. If the total premiums exceed 20% of the rate from one year to the next, the Union has the right to bargain over the effects associated with such

premium increases. If the total premium increases do not exceed 20% from one year to the next, however, the Union waives the right to bargain over effects.

14.2 All applicable 401(k) programs offered by the Employer will continue to apply for the duration of this agreement. Retail staff must work a minimum of 1,000 hours in calendar year, and must be at least 21 years of age in order to participate in the 401(k) plan. If there are changes to the 401(k) plan during the term of this Agreement, the Employer will provide notice to the Union concerning such changes. Further, the Union expressly waives any decisional bargaining obligations associated with any changes to the 401(k) Plan. The Union has the right to bargain any effects associated with changes to the Employer match tied to eligible employee contributions. The Union waives the right to bargain over any effects associated with other possible changes to the 401(k) program.

### **ARTICLE 15 - SICK & SAFE LEAVE**

15.1 Employees accrue paid sick and safe leave at a rate of one hour for every 30 hours worked beginning on the first day of employment. The Employer is classified as a Tier 3 employer under the Seattle Paid Sick and Safe Time Ordinance. Commencing on the employee's ninetieth (90th) day of employment, eligible employees may use accrued paid sick and safe leave for:

- Diagnosis, care, or treatment for an employee's or covered family member's illness, injury, or health condition and for preventative care for an employee or an employee's covered family member.
- Closure of the employee's place of business by order of a public official for health reasons.
- Reduced operations of the employee's place of business for any health-or-safety-related reason.
- Closure of the employee's child's school/place of care.
- Closure of the employee's family member's school/place of care.

Paid sick and safe leave can also be taken for Safe Time activities recognized under applicable law such as:

- For reasons related to domestic violence, sexual assault, or stalking – for the employee or a covered family or household member. This includes an individual with whom the employee has or has had a spousal, domestic partner, or dating relationship, with whom the employee has a child in common, with whom the employee resides (or has resided), and any adult person related by blood or marriage to the employee).

15.2 **Carryover:** Employees may carry over up to 72 hours of accrued, unused paid sick and safe leave to the following year.

15.3 **Accrual:** Paid sick and safe leave is accrued only while an employee is working. 'Working' is defined as time spent performing work duties or when an employee is serving

on jury duty. Paid sick and safe leave is not accrued while an employee is not working and is using sick and safe, holiday or vacation time, or receiving other paid leave benefits, workers' compensation payments, or on an unpaid leave of absence.

**15.4 Rate of Pay/Usage.** The rate of pay for usage of paid sick and safe leave will be computed as required by applicable law. When employees use accrued paid sick and safe leave for covered usages (referenced above), they will be paid at their normal hourly compensation rate. They will not be paid for paid sick and safe leave usage at overtime or any premium rates. The use of paid sick and safe leave does not count towards the calculation of overtime. Further, employees are permitted to use paid sick and safe leave in increments consistent with their time increments of pay.

**15.5 Rehire.** Employees who are rehired within 12 months will have their previous unused paid and safe leave reinstated and available for use if, and to the extent required by applicable law.

**15.6 Employment Separation.** At separation, accrued and unused paid sick and safe leave will be forfeited and will not be cashed out.

**15.7. Notice of Absences / Verification**

Whenever possible, the request to use paid sick and safe leave be made as soon as possible and should include the expected duration of the absence.

Requests for use of paid sick and safe leave:

- a. For **foreseeable absences** (such as a pre-planned surgery) should be requested at least 10 days in advance, or as soon as possible.
- b. For **unforeseeable absences**, notice to immediate supervisor should be provided as soon as practicable. Verbal notice should be given as soon as possible; employees must document their Sick Leave use upon return. When it is not practicable to personally provide notice of unforeseeable Sick Leave use, someone else may provide notice on the employee's behalf.
- c. Documentation may be requested for paid sick and safe leave absences, in accordance with leave policies and applicable law. Documentation is required for absences of a certain length (4 or more consecutive scheduled days or portions there). A certification of health care provider which includes the dates and duration of absence may be required for such absences that are due to an employee's or family member's medical diagnosis, care, or treatment.

Employees must return requested verification of the use of paid sick and safe leave for Sick Time within a reasonable time period during or after the use, and not less than ten (10) calendar days after the first day of such use. Employees must return requested verification of the use of paid sick and safe leave for Safe Time activities in a timely manner after the Employer requests the verification. In all cases, if an employee anticipates that complying with a request for verification will result in an unreasonable burden or expense on the employee, the Employee

may provide an oral or written explanation, which asserts that the use of Sick Leave was for an authorized purpose and explains why compliance with the verification request creates an unreasonable burden or expense on the employee. Within ten (10) calendar days of the employee providing an explanation to the Employer, the Employer will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner which does not result in unreasonable burden or expense on the employee.

**15.8. Retaliation Prohibited.** Any discrimination or retaliation against an employee for lawful exercise of paid sick and safe leave is not allowed. Employees will not be disciplined for the lawful use of paid sick and safe leave. If an employee feels they are being discriminated or retaliated against, the employee should contact People & Culture.

## **ARTICLE 16 - DISCHARGE OR SUSPENSION**

16.1 Disciplinary action shall only be initiated by the Employer for just cause. The principles of progressive discipline shall be followed except in circumstances in which other discipline, up to and including immediate termination, is necessary due to the nature and severity of the employee's conduct. While not disciplinary in nature, employees may be placed on leave pending investigation for potentially serious infractions. If the investigation results in no discipline, the employee will be paid for their lost wages while on leave pending investigation.

16.2 There exists a ninety (90) day introductory period for each employee beginning with the most recent date of hire. If the employee is terminated during this introductory period, such terminations are not subject to the grievance procedure of this Agreement.

16.3 All discipline will be placed into the following two categories: (1) Attendance and (2) Performance and all Other Infractions. Multiple violations can occur in one incident, in which case all violations would be counted in determining the appropriate level of discipline.

16.4 The progressive disciplinary steps for each category shall normally include four steps: (1) verbal warning, (2) documented written warning, (3) final written warning/unpaid suspension and (4) discharge. Each piece of the progressive disciplinary chain shall remain in place for twelve (12) months. If an employee goes the full twelve-month period, the full disciplinary chain drops off. If an employee receives additional discipline within the same category, the twelve-month period starts anew. Suspension in conjunction with final warning shall not be viewed as a mandatory separate step prior to discharge. However, at the final step of the procedure, the Employer, in its sole discretion, may elect to enforce another suspension rather than a discharge without prejudice to any other case.

The parties understand and agree that for misconduct of a severe nature including but not limited to the following, the Employer may impose a higher level of discipline up to and including discharge:

- Insubordination.

- Theft, or unauthorized removal or wrongful possession of Mariners property, merchandise, funds or possessions of others.
- Serious violations of the Mariners' Conflicts of Interest Policy, including but not limited to accepting gratuities or gifts in violation of that policy.
- Knowing failure to report serious incidents or emergencies to appropriate Mariners officials.
- Neglect of duty or refusal to perform work assigned.
- Failure to call in and show up for a period of three consecutive scheduled shifts (hereby referred to as job abandonment), except for absences protected by law.
- Flagrant disregard for safety or health endangering lives or property.
- Fighting, horseplay, intimidation threats or other behavior that poses a safety threat to Team Members, supervisory personnel or guests.
- Possession or use of a weapon on Mariners' property.
- Falsification or alteration of records including time records, employment application or any other Mariners' document.
- Deliberate destruction of Mariners' property, equipment or merchandise.
- Participation in or benefiting from unethical or illegal business practices.
- Dishonesty, misrepresentation or lying.
- Violations of the Mariners' Sexual Harassment and Other Unlawful Harassment Policy.
- Violation of the policies on Mariners Team Member benefits, complimentary tickets, merchandise discounts, parking and transportation subsidies, and selling tickets or merchandise for personal gain.
- Misuse or unauthorized use of Mariners' records or confidential Mariners information of any nature as outlined in the Confidentiality Policy or the Major League Baseball ("MLB") Policy on Sports Betting.
- Use of credentials or uniform for admittance to ballpark when not scheduled for work or required meetings.
- Violations of the Mariners' Drug-Free Workplace policy, including failure to submit to satisfactorily completing required drug testing.
- Possession of Firearms or Any Other Weapon In or On Employer, Including In Employees' Vehicles Located On or In the Employer's Property.

16.5 All employees will be required to sign acknowledgment / receipt of all Employer documents pertaining to disciplinary actions. Failure to do so may result in disciplinary action. However, it is understood that an employee's signature on disciplinary actions is simply an acknowledgment of receipt and not an acknowledgment of guilt. The Union will be given a copy of the disciplinary form within (72) seventy-two hours of any discipline

16.6 Employees shall have the right to request Union representation during any investigation or interview that may reasonably lead to discipline.

16.7 Any list of issues, infractions or misconduct set forth in this Article is not intended to be all inclusive.

## **ARTICLE 17 - GRIEVANCE AND ARBITRATION**

17.1 **Grievance Defined.** A grievance is defined as an alleged violation of an express term of this Agreement. If such grievance arises, it shall be submitted by the Union on the employee's behalf in accordance with the procedures set forth below. Verbal counseling's may not be grieved.

17.1.1 Grievances at any step and requests for arbitration must be submitted to the person(s) identified below in the grievance steps. Grievances, requests to advance a grievance, or requests for arbitration may be submitted in email or letter form.

17.1.2 Group Grievances on behalf of members of or an entire unit or department may be filed for non-disciplinary violations of an express term of this Agreement. If a group grievance is filed on behalf of an entire unit or department, then individual aggrieved employees need not be named on the grievance form. The Union shall bring up to five (5) informed and impacted members to each of the scheduled meetings defined in the process below.

### 17.2 **Grievance/Arbitration Process.**

**Step 1.** If an employee has a grievance, the Union must first present the grievance in writing to the Director of Retail Stores or their designee within twenty-one ( 21) calendar days from the date the employer or Union was or should have been aware that the grievance existed. The grievance shall include: (1) the article of this Agreement that has been violated; (2) the specific factual circumstances under which the problem occurred, including dates and other employees who may have been involved; and (3) the requested resolution to the problem. Upon receipt thereof, Director of Retail Stores or their designee shall meet and with the employee and Union representative / Unit representative attempt to reach of fair informal resolution and, if no resolution is reached, shall respond in writing to the Union within fourteen (14) calendar days following the meeting.

**Step 2.** If the matter is not resolved to the employee / Union's satisfaction at Step 1, the Union shall submit the grievance to the Manager, People & Culture or their designee within twenty-one (21) days of Step 1 written response. A conference between the employee, the Union/Unit Representative and the Manager, People & Culture or their designee shall be held within twenty-one (21) calendar days after receipt of the grievance at Step 2. The Manager, People & Culture or their designee shall issue a written reply within fourteen (14) calendar days following the meeting.

Where a grievance involves a group of employees and more than one department, the Union may initiate a grievance at Step 2 by submitting it to the Manager, People & Culture or their designee in accordance with requisite timeframes and providing



individual grievant names and information as to how the issue has impacted each named grievant.

**Step 3 - Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements, and time limitations, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Manager, People & Culture or their designee. If the Employer and the Union fail to agree on an arbitrator within a reasonable period of time, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The first strike will be determined by a coin toss.

**17.3 Arbitrator's Authority.** The Arbitrator shall have no authority to add to, delete from, disregard, alter or otherwise change or modify any of the provisions of this Agreement but shall be authorized only to interpret the specific facts of the issue in dispute. The Arbitrator shall base their decision solely on the specific contractual obligations expressed in this Agreement and evidence presented to them at the hearing. The Arbitrator shall not require either the Employer or the Union to take or refrain from taking any action unless it is clear from the express words of this Agreement that such result was mutually intended. The Arbitrator shall have no authority to award punitive damages.

**17.4. Arbitrator's Decision.** The decision of the arbitrator shall be final and binding upon the parties and employees involved (without waiving either party's right to appeal the decision in a court of appropriate jurisdiction). The arbitrator shall render their final typewritten decision which shall be dated and which shall include orderly and concise Findings of Fact within thirty (30) calendar days of the close of the hearing or if either or both parties submit post hearing brief(s), within thirty (30) calendar days after receiving the post hearing brief(s), unless mutually extended by the parties.

**17.5 Final Decision.** Unless the parties agree otherwise in writing, a settlement or compromise made with respect to any grievance shall apply to that grievance only and shall not become a binding precedent for other grievances nor a precedent which shall bind the parties as an interpretation of the Agreement.

**17.6 Fees.** Each party shall bear one-half (½) of the fee of the Arbitrator for an award issued on a timely basis and any other expense that they agree to jointly incur incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. If the Union or Employer provide their own separate means for recording the proceedings, such shall not, as a matter of right, be available to the other. All other expenses, including, but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.7 **Time Limits.** Time limits shall be strictly construed. Time limits set forth in the foregoing steps may be extended only by mutual written consent of the Employer and Union. Failure of an employee or the Union to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. In the event the Employer fails to comply with the time limits set forth above the Union can automatically elevate the grievance to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee. Further, the end of the day for timely filing of a grievance or moving to subsequent steps or to arbitration will be 11:59 p.m. A time limit which ends on a Saturday, Sunday or a holiday as designated in this Agreement shall end at 11:59 p.m. on the next following non-weekend or holiday day.

## **ARTICLE 18 - GENDER NEUTRALITY**

18.1 The Employer will ensure employees are informed the following:

- a. That Employees may use the restrooms and changing rooms in which they are most comfortable.
- b. That everyone at the workplace or engaged in the Employer's business is required to speak or refer to employees by their chosen names and/or pronouns.

If the employee requests in writing, the Employer will change all possible records so that records use the names employees prefer and the pronouns they identify with. Upon employee request, the Employer will also update any photographs, including identification badges.

## **ARTICLE 19 - "FLOATER" EMPLOYEES**

19.1 When no bargaining unit employee is available to be scheduled, the Employer has the right to utilize up to ten (10) floater employees. Floater employees are ones who work up to eighty (80) retail hours per year and are so informed. Floater employees shall not be considered employees under this Agreement. Employees covered under this Agreement shall not suffer a reduction of hours, layoff, or change in their classification.

19.2 The Employer must notify the Union monthly with a list of all "Floater" employees and the hours they worked via email. The Employer is not limited to using the same ten (10) Floater workers upon mutual agreement with the Union each time during the term of this Agreement.

19.3 Additionally, the parties understand and agree that third parties may run some retail operations during concerts and special events. Such workers shall not be considered employees under this Agreement.

## **ARTICLE 20 - GENERAL PROVISIONS**

20.1 All clothing uniforms required by the Employer shall be furnished and kept in repair

by the Employer at no cost to the Employee. Alternatively, Employees may opt to purchase their own pants, for which they are responsible for keeping in repair and in compliance with Employer dress code policy.

20.2 **Commuter Stipend:** Full-time and part-time employees will receive an unlimited Orca Commuter pass card for public transportation. Seasonal employees will receive an ORCA card intended solely to provide transportation to and from work.

20.3 Employees shall receive 30% discount on all merchandise excluding game-used and autographed memorabilia.

20.4 Employees shall receive a meal voucher which provides a 50% discount up to \$9.00 (e.g., an \$18 meal will be charged at \$9.00), per shift, on games day.

20.5 Where feasible, working A/C units shall be placed in all break rooms for employee comfort, health, and safety.

20.6 Size permitting, a breakroom shall have a working refrigerator for all employees to utilize, microwave, fresh-water dispenser or bottled water, table, and chairs.

20.7 **Disasters:** In the event of a disaster or catastrophe such as, but not limited to, a fire, flood, earthquake, pandemic, or other event that causes a severe disruption to the Employer's operations, the parties agree to meet and negotiate if requested by Employer or Union over the effects of the disruption within thirty (30) days.

20.8 Before workers are exposed to an Air Quality Index (AQI) of 101 or higher, Employer must develop and implement a system to communicate wildfire smoke hazards in accordance with any applicable legal requirements.

20.8.1 When the AQI measures above 101 and the scheduled Employee still wishes to work despite such conditions, Employer must provide KN95 or N95 masks.

20.9 When the Employer is under an emergency closure, employees must be notified to ensure employees are given as much notice as possible of said closure.

20.10 In addition to measures listed in 20.8.1, Employer must observe all relevant State laws pertaining to protecting workers against wildfire smoke and heat dangers.

20.11 Full and part-time employees shall receive up to 4 complimentary regular season game tickets per game, subject to availability, applicable taxes, and blackout dates. Seasonal employees shall receive up to 4 complimentary regular season game tickets a month, subject to availability, applicable taxes, and blackout dates. No complimentary game tickets shall be available for MLB post season games or "special events" (e.g., the All-Star game) held in Seattle.

20.12 **Wearing of Pins and Insignias:** Only pins issued by the Employer as part of its records and recognition program, sold in the Mariners' Team Store, or sold on MLB.com are permitted to be worn by employees during working time.

## **ARTICLE 21 - LABOR MANAGEMENT COMMITTEE**

21.1 A Labor-Management Committee shall be established consisting of up to three (3) bargaining unit members and one (1) representative from UFCW; and up to three (3) management representatives. The purpose of the Committee shall be to foster improved communications between the Employer and the bargaining unit. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least bi-annually during the season and off-season to discuss matters pertaining to this Agreement and other workplace issues. The employee's time spent on the Labor-Management Committee shall be paid at the employee's straight-time wage, not to exceed two hours.

## **ARTICLE 22 - SEPARABILITY**


22.1 If any Article or Section of this Agreement, or of any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto, or the application of such Article or Section to persons or circumstances, other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

22.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 23 - DURATION OF AGREEMENT**


23.1 This Agreement shall be in full force and effect from ratification, through January 31, 2025 which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

The Baseball Club of Seattle LLLP  
Workers d/b/a Seattle Mariners

  
Title: SVP, People & Culture

Date: 3-28-2023

United Food and Commercial  
Local 3000

  
Title: President

Date: April 17, 2023

4889-7444-5657, v. 1

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

19-CA-316089

Date Filed

4/13/2023

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer The Baseball Club of Seattle LLP d/b/a Seattle Mariners		b. Tel. No. (206) 346-4060
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 1250 1st Ave S Seattle, WA, 98134	e. Employer Representative Lisa Winsby	g. e-mail lwinsby@seattlemariners.com
		h. Number of workers employed 150+
i. Type of Establishment (factory, mine, wholesaler, etc.) Sports & Entertainment Venue	j. Identify principal product or service Retail Sales	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) & (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

UFCW Local 3000 represents a bargaining unit of retail employees working for the Seattle Mariners. Without notifying or bargaining with the Union, the Employer revoked a parking benefit previously enjoyed by Local 3000 members, and still available to the Employer's non-Local 3000 employees. This change to a mandatory subject of bargaining is demonstrative of bad faith bargaining, as well as discrimination against Local 3000 members for their participation in union activities.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

United Food and Commercial Workers Local 3000

**4a. Address (Street and number, city, state, and ZIP code)**23040 Pacific Hwy S. Suite 101  
Des Moines, WA 98198**4b. Tel. No.**

(206) 436-6545

**4c. Cell No.****4d. Fax No.**

(206) 436-6700

**4e. e-mail**

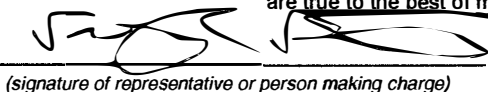
sembly@ufcw3000.org

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

United Food and Commercial Workers International Union, AFL-CIO

**6. DECLARATION**

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

  
(signature of representative or person making charge)

Troy Thornton, Counsel for Local 3000

(Print/type name and title or office, if any)

**Tel. No.**

(253) 528-0202

**Office, if any, Cell No.****Fax No.****e-mail**

troy@mcguinnessstreepy.onmicrosoft.com

Address 4218 227th Ave Ct E, Buckley, WA 99321

Date

4/13/2023

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

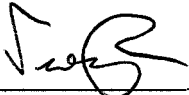

**EXHIBIT 8**

## Request to Block

United Food and Commercial Workers Local 3 000 is a party to the representation  
(Name of Requesting Party)

proceeding in Case 19-RD-3 16179 . It has filed ☒ an unfair labor practice  
(Case Number)

charge in Case 19-CA 316089 and hereby requests that the petition be blocked by this charge.  
(Case Number)

   
\_\_\_\_\_  
Signature Date 5/2/2023

Troy Thornton, Counsel for UFCW Local 3 000  
\_\_\_\_\_  
Name and Title

*As required by Section 103.20 of the Board's Rules, the party seeking to block the petition must simultaneously file an offer of proof with the request to block that provides the names of the witnesses who will testify in support of the charge and a summary of each witness's anticipated testimony. The party seeking to block must also promptly make available to the Region the witnesses identified in its offer of proof. The offer of proof is not served on the other parties.*

### Offer of Proof

Witness Name: (b) (6), (b) (7)(A), (b) (7)(C)

Summary of Testimony:

(b) (6), (b) (7)(A), (b) (7)(C)

Witness Name: (b) (6), (b) (7)(A), (b) (7)(C)

Summary of Testimony:

(b) (6), (b) (7)(A), (b) (7)(C)

Witness Name: (b) (6), (b) (7)(A), (b) (7)(C)

Summary of Testimony:

(b) (6), (b) (7)(A), (b) (7)(C)

BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19

THE BASEBALL CLUB OF SEATTLE, LLLC	)	
d/b/a SEATTLE MARINERS	)	
	)	
Employer,	)	Case No. 19-RD-316179
	)	
And	)	
	)	
TAMI L. KECHERSON,	)	
	)	
Petitioner,	)	
	)	
and	)	
	)	
UFCW LOCAL 3000,	)	
	)	
Union.	)	
_____	)	

**EMPLOYER’S WRITTEN STATEMENT ON ELECTION**  
**ISSUES AND MECHANICS**

As reflected in the Stipulation of Record for Pre-Election Hearing, The Baseball Club of Seattle, LLLC d/b/a Seattle Mariners (“Employer”) maintains its position that the election should be held in person. See Stipulation at ¶20. Petitioner Tami Kecherson (“Petitioner”) and UFCW Local 3000 (“Union”) maintain their positions that the election should be held by mail ballot. *Id.* at ¶21. If they chose to do so, the parties were invited to submit a written statement on two subjects: (1) whether the voluntary recognition in this matter bars the processing of the decertification petition, and (2) addressing the Board’s criteria and related GC Memos depending on whether a party was a proponent of a mail ballot or in-person election. *Id.* at ¶22. This is the Employer’s written statement addressed both subjects.



**A. There is no voluntary recognition bar in place.**

In accordance with a Labor Harmony Agreement (LHA) signed by the Employer and Union, the Union presented proof of majority support to a third-party neutral who verified and certified such majority support. *Id.* at ¶¶9-11 (Exhibits 5 and 6 thereto). In accordance with LHA, the Employer voluntarily recognized the Union as the exclusive bargaining representative for its retail employees. On January 24, 2023, the Employer and Union commenced collective bargaining. *Id.* at ¶12. After reaching an overall tentative collective bargaining agreement, the Union notified the Employer on March 18, 2023, that its members had ratified the collective bargaining agreement. *Id.* at ¶12. Subsequently, both parties executed the collective bargaining agreement. *Id.*

The parties have stipulated to the following relevant facts. Neither the Union nor the Employer provided Region 19 with the notice of voluntary recognition as set forth in Section 103.21 of the Board's Rules & Regulations. *Id.* at ¶14; see 29 CFR ¶103.21. As no notification was provided to the Regional Office, in turn the Regional Office did not provide the Employer with a Notice of Recognition for posting and/or electronic purposes. *Id.* at ¶15; see 29 CFR ¶103.21. Consequently, the Employer did not post or electronically distribute the Notice of Recognition indicating that recognition had been granted and that employees have a right to file a petition during a 45-day "window period" beginning on the date the notice was posted. *Id.* at ¶16; see 29 CFR ¶103.21(a)(2)-(3).

Board law is clear, and the Region has no authority to ignore it. Under the circumstances, the Employer's voluntary recognition does "not bar the processing" of the decertification petition. See 29 CFR ¶103.21. The Employer and/or Union failed to notify the Regional Office that recognition had been granted and there was no notice informing

employees that recognition had been granted and that they had a right to file a petition during a 45-day “window period.” See 29 CFR ¶103.21(a)(1)-(3). As such, no voluntary recognition bar attached to bar the Petitioner’s decertification petition.<sup>1</sup> Further, as the petition was properly supported, it must be processed.

In its Statement of Position, the Union suggested that the Region and/or Board should simply ignore 29 CFR ¶103.21 and just follow prior Board precedent. Unless and until the Board’s Rules & Regulations change, neither the Board nor the Regional Offices are free to ignore 29 CFR ¶103.21. Further, as the Petition is proper under Board law, the Employer respectfully requests that the Region move forward promptly to an election so employees can vote and have their voices heard. While understanding the Union’s desire to delay the process, the Region should ignore such tactics, apply current Board law, and move forward expeditiously.

**B. The Employer will fully comply with GC Memo 20-10**

In requesting an in-person election, the Employer has proposed the election be conducted on a game day to ensure maximum opportunity for eligible retail employees to vote if they wish to do so because most, if not all, will be working on those days. Specifically, the Employer proposes that voting occur in person on May 30, 2023, when the New York Yankees will be playing the Mariners in Seattle. With anticipated large crowds, a maximum complement of retail workers will be scheduled to work that day. As the retail employees work in two locations, the Employer proposes voting at the Westlake retail store and the Stadium. Specifically, the Employer proposes voting as follows: (1)

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<sup>1</sup> Similarly, the Employer and Union’s initial collective bargaining agreement does not bar the processing of the Petitioner’s decertification petition under the same facts presented. 29 CFR ¶103.21.

at the Westlake store in breakroom from 11:00 a.m. to noon and (2) in the Ellis Conference Room at the stadium from 4:00 p.m. to 5:00 p.m. to catch day shift employees before they depart and 7:00 p.m. to 9:00 p.m. for any remaining stadium retail employees, including those working during the game. The Employer will release employees from work to vote if they wish to do so.

Over the past 7 days, the COVID-19 community level in King County is “Low.”<sup>2</sup> The King County data shows a continuing significant downward trend on COVID-19 reported cases, hospitalizations due to COVID, and percentage of staffed inpatient beds occupied by COVID-19 patients over the last four months. Consistent with these trends, on May 11, Governor Inslee rescinded a directive so state employees are no longer required to be vaccinated against COVID-19 commencing on May 11, 2023. The Governor’s action parallels the Biden’s administration’s elimination of the vaccination requirement for federal employees, contractors, and others also commencing on May 11, 2023.<sup>3</sup>

The Employer is willing, ready, and able to comply with all manual election protocols in GC Memo 20-10 or any others required by the Regional Director or Board agent conducting an in-person election. In addition to timely supplying all requisite certifications and any reportable information, the Employer will supply masks, gloves, and hand sanitizer for all participants. The Ellis Conference Room is large enough to allow six-foot social distancing for participants in the room, an area outside the room so people

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<sup>2</sup> <https://kingcounty.gov/depts/health/covid-19/data/current-metrics.aspx>.

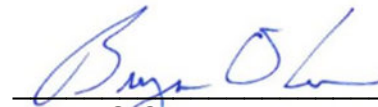
<sup>3</sup> <https://www.whitehouse.gov/briefing-room/statements-releases/2023/05/01/the-biden-administration-will-end-covid-19-vaccination-requirements-for-federal-employees-contractors-international-travelers-head-start-educators-and-cms-certified-facilities/>

can line up while maintaining social distancing, disposable pencils and other necessary supplies, and separate entrance and exit to the room. At the Westlake store, the break room is sufficiently large enough to accommodate participants, too. While there is one entrance and exit to the break room, there are relatively few eligible voters at that location (approximately 8 to 10) so access can be controlled by allowing one voter at a time into the area. With a proposed one-hour voting window, these employees will have ample opportunity to vote with requisite social distancing for all persons in the room.

Based upon the foregoing, the Employer requests that the Region move forward promptly with an in-person election.

Respectfully submitted,

JACKSON LEWIS P.C.



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Bryan O'Connor, Esq.  
520 Pike Street, Suite 2300  
Seattle, WA 98101  
Direct: (206) 626-6423  
[bryan.oconnor@jacksonlewis.com](mailto:bryan.oconnor@jacksonlewis.com)

Counsel for the Employer

## **CERTIFICATE OF SERVICE**

The undersigned declares under penalty of perjury under the laws of the State of Washington that a true and accurate copy of the document was sent in the matter set forth below:

### **Via Email and NLRB Portal**

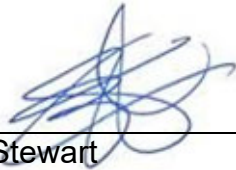
Tami Kecherson  
21435 130<sup>th</sup> Avenue SE  
Kent, WA 98031  
[tamikech1@gmail.com](mailto:tamikech1@gmail.com)

Petitioner

Troy Thornton, Esq.  
[troy@mcguinnessstreepy.onmicrosoft.com](mailto:troy@mcguinnessstreepy.onmicrosoft.com)

Counsel for the Union

Dated this 11<sup>th</sup> day of May, 2023.



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Tanya Stewart

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19**

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 3000,

Union,

and

BASEBALL CLUB OF SEATTLE, LLLP  
D/B/A SEATTLE MARINERS,

Employer,

and

TAMI KECHERSON, AN INDIVIDUAL,

Petitioner.

**Case No. 19-RD-316179**

**UNITED FOOD AND COMMERCIAL WORKERS LOCAL 3000's  
WRITTEN STATEMENT**

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## **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

United Food and Commercial Workers Local 3000 (“the Union” or “Local 3000”) represents a bargaining unit comprised of retail employees working for the Baseball Club of Seattle (“Mariners” or “the Employer”). This bargaining unit includes employees working at both the Employer’s Seattle-based T-Mobile Park, as well as a separate team store located elsewhere in the city.

In late 2022, the Employer voluntarily recognized Local 3000 under the guidelines established by the parties’ Labor Harmony Agreement, and in early 2023 the parties began negotiating their initial CBA. However, in April 2023, an employee named Tami Kecherson filed a decertification petition with the Region. Neither the Employer nor the Union informed the Board of the Employer’s voluntary recognition of the Union, and current Board precedent does not follow the long-standing voluntary recognition bar doctrine established by *Keller Plastics* without notification to the Board and a posting in the workplace for 45 days.

However, the Board has the authority to utilize its quasi-adjudicatory powers to create precedent much like it has the authority to utilize its quasi-legislative powers to do the same. The voluntary recognition bar was abandoned in contradiction to the very purpose of the Act and the Union implores the Board, through this written statement and a potential request for review of any directed election issued, to use its powers to restore the utilitarian protection previously given to employees wishing to negotiate a first contract. In the event an election is directed, the Union believes that any such election should be held via mail-in ballot to maximize bargaining unit employees’ opportunities to make their preferences known.

## **II. STATEMENT OF FACTS**



The Union and the Employer are parties to a Labor Harmony Agreement, in addition to several other labor organizations, which provides procedures for voluntary recognition.<sup>1</sup> On October 11, 2022, United Food and Commercial Workers Local 3000 submitted proof of majority support to the Labor Harmony Agreement’s designated third-party neutral, Richard Ahearn, for his review and confirmation of majority support of a bargaining unit of retail employees working for the Employer.<sup>2</sup> Two days later, on October 13, 2022, Ahearn issued his “Neutral’s Certification,” certifying the Union as the collective bargaining representative of the bargaining unit.<sup>3</sup> On January 24, 2023, the Employer and the Union began bargaining the terms for the parties’ initial CBA. On March 2, 2023, the Employer and the Union reached an overall tentative agreement.<sup>4</sup>

On April 14, 2023, Tami Kecherson filed a petition seeking to decertify Local 3000 as the collective bargaining representative of the bargaining unit.<sup>5</sup> On April 25, 2023, the Union timely e-filed, and served on the Petitioner and Employer, its Statement of Position.<sup>6</sup> In that filing, Local 3000 noted that the Employer’s commission of a ULP related to the revocation of a parking benefit to bargaining unit employees should bar any election in this matter.<sup>7</sup> The Union also noted in its Statement of Position that the Board should apply the precedent set in *Keller Plastics*,<sup>8</sup> and *Lamons Gasket Co.*,<sup>9</sup> rather than the voluntary recognition rule promulgated in

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<sup>1</sup> Stipulation of Record for Pre-Election Hearing ¶ 9.

<sup>2</sup> Stipulation of Record for Pre-Election Hearing ¶ 10

<sup>3</sup> Stipulation of Record for Pre-Election Hearing ¶ 11

<sup>4</sup> Stipulation of Record for Pre-Election Hearing ¶ 12

<sup>5</sup> Stipulation of Record for Pre-Election Hearing ¶ 1

<sup>6</sup> Stipulation of Record for Pre-Election Hearing ¶ 7

<sup>7</sup> See Exhibit 3.

<sup>8</sup> 157 NLRB 583 (1966).

<sup>9</sup> 357 NLRB 72 (2011).

2020,<sup>10</sup> which is currently under reconsideration by the Board.<sup>11</sup> On April 26, 2023, the Employer timely e-filed, and served on the Petitioner and Union, its Statement of Position.<sup>12</sup> On April 30, 2023, the Petitioner timely filed, and served on Local 3000 and the Employer, a Responsive Statement of Position.<sup>13</sup> A pre-election hearing was scheduled for May 4, 2023, however the parties reached a stipulated record for the pre-election hearing in lieu of gathering witness testimony.<sup>14</sup> As part of the stipulated record, the parties agreed that written statements may be filed on the legal issues presented in the case. These written statements were stipulated to be limited to whether the Employer's voluntary recognition bars the processing of the petition, and the method of election should one be directed.<sup>15</sup>

### **III. ARGUMENT**

#### **A. UFCW Local 3000 was voluntarily recognized by the Employer, and the facts as stipulated by the parties suggest that a voluntary recognition bar should apply.**

##### **1. UFCW Local 3000's organizing efforts met the Board's traditional criteria for voluntary recognition.**

The Board previously applied the voluntary recognition bar doctrine to petitions following a lawful voluntary recognition.<sup>16</sup> Where such recognition was extended to a union in good faith, on the basis of a previously demonstrated majority, and at a time when the Union was actively engaged in organizing activity, the recognition would bar a decertification or other petition for "a reasonable period of time."<sup>17</sup> The purpose of the bar was to ensure that parties had

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<sup>10</sup> See 85 Fed.Reg.18366 (2020).

<sup>11</sup> Exhibit 3.

<sup>12</sup> Stipulation of Record for Pre-Election Hearing ¶ 6.

<sup>13</sup> Stipulation of Record for Pre-Election Hearing ¶ 8.

<sup>14</sup> See Stipulation of Record for Pre-Election Hearing ¶ 23.

<sup>15</sup> Stipulation of Record for Pre-Election Hearing ¶ 22.

<sup>16</sup> *Keller Plastics*, 157 NLRB 583 (1966).

<sup>17</sup> *Rollins Transportation Systems*, 296 NLRB 793 (1989).

a reasonable time to negotiate an agreement without interruptions.<sup>18</sup> The Board defined what constitutes a reasonable period of time for barring an election petition as no less than six months after the parties' first bargaining session and no more than one year after the start of bargaining.<sup>19</sup> The purpose of this was to allow a labor organization freely chosen by the employees to concentrate on obtaining and fairly administering a collective bargaining agreement without worrying that, unless it produces immediate results, it will lose majority support and be decertified.<sup>20</sup>

In *Dana Corp.*, however, the Board stated that the recognition bar doctrine should only apply where:

(1) employees in the bargaining unit receive notice of the recognition and of their right, within 45 days of the notice, to file a decertification petition or to support the filing of a petition by a rival union, and

(2) 45 days pass from the date of notice without the filing of a valid petition. *Id.* at 434. Accordingly, following voluntary recognition, the Board will process a decertification petition, with the requisite showing of interest, unless the proper notice has been posted for 45 days.<sup>21</sup>

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<sup>18</sup> *Keller Plastics*, 157 NLRB 583 (1966).

<sup>19</sup> *Lamons Gasket Co.*, 357 NLRB No. 72 (2011).

<sup>20</sup> *MGM Grand Hotel Inc.*, 329 NLRB 464 (1999).

<sup>21</sup> 351 NLRB 434 (2007).

The Board required that the notice, posted in conspicuous places throughout the workplace, must include:

- (1) the date of recognition;*
- (2) a description of employees' Section 7 rights to be represented by a union of their choice or no union at all;*
- (3) an employee's right to file a decertification petition, supported by thirty percent or more of the unit, within 45 days of the posting of the Board notice;*
- (4) an employee's right to support a rival union petition, supported by at least thirty percent of the unit, filed within 45 days of the posting; and*
- (5) assurances that a timely and properly supported petition will be processed in accordance with the Board's normal rules and procedures.<sup>22</sup>*

*Dana Corp.* was decided in 2007 during the Bush administration, overturned in 2011 during the Obama administration,<sup>23</sup> and re-implemented in 2020 during the Trump administration.<sup>24</sup> In November 2022, the NLRB proposed a rule that would rescind and replace amendments that the NLRB made in April 2020 regarding rules over representation case procedures.<sup>25</sup> In part, the proposed rule changes would alter the portions of the rules addressing the voluntary-recognition bar doctrine, potentially re-implementing the standard originally set in *Keller Plastics*.<sup>26</sup>

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<sup>22</sup> *Id.*

<sup>23</sup> *See Lamons Gasket Co.*, 357 NLRB 72 (2011).

<sup>24</sup> *See* 85 Fed.Reg.18366 (2020).

<sup>25</sup> *See* 87 Fed.Reg.66890 (2022).

<sup>26</sup> *See Id.*

The facts stipulated to by the parties establish that the voluntary recognition process outlined in the Labor Harmony Agreement and utilized by the Union and Employer satisfied the requirements of *Keller Plastics*. The recognition was made by the Employer in good faith under the terms of the Labor Harmony Agreement,<sup>27</sup> on the basis of a demonstrated majority,<sup>28</sup> and at a time when the Union was actively engaged in organizing activity as demonstrated by its efforts to obtain bargaining unit employees' signatures.<sup>29</sup> As such, Local 3000 satisfied the requirements to become voluntarily recognized by the Employer as the exclusive bargaining representative of the bargaining unit.

**2. The Board is congressionally endowed with both quasi-adjudicatory and quasi-legislative powers, and has the authority to review and overturn existing precedent.**

The Board is congressionally endowed with both quasi-adjudicatory and quasi-legislative powers.<sup>30</sup> As such, "the Board is not precluded from announcing new principles in an adjudicative proceeding and... the choice between rulemaking and adjudication lies in the first instance within the Board's discretion."<sup>31</sup> The Act expressly empowers the Board to use either its adjudicatory *or* rulemaking procedure to establish discretionary jurisdictional standards.<sup>32</sup> Adjudicated cases may *and do*, of course, serve as vehicles for the formulation of agency policies, which are applied and announced therein. They generally provide a guide to action that

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<sup>27</sup> See Stipulation of Record for Pre-Election Hearing ¶ 9.

<sup>28</sup> See Stipulation of Record for Pre-Election Hearing ¶ 11.

<sup>29</sup> See Stipulation of Record for Pre-Election Hearing ¶ 10.

<sup>30</sup> *NLRB v. Children's Baptist Home of S. Calif.*, 576 F.2d 256 (9<sup>th</sup> Cir. 1978).

<sup>31</sup> *NLRB v. Bell Aerospace Co.*, 416 U.S. 267 (1974).

<sup>32</sup> *NLRB v. Children's Baptist Home of S. Calif.*, 576 F.2d 256 (9<sup>th</sup> Cir. 1978).

the agency may be expected to take in future cases. Subject to the qualified role of *stare decisis* in the administrative process, they may serve as precedents.<sup>33</sup>

The framework, and important policy reasons supporting a voluntary recognition bar established in *Keller Plastics* stood for decades. The purpose of the National Labor Relations Act and Board is to protect workers free and fair decision to act in concert together. Barring decertification petitions for reasonable period of time was so that unions and employers could concentrate on obtaining and fairly administering a collective bargaining agreement without worrying about losing majority support for *any number of* reasons, certainly including situations in which an employer commits an unfair labor practice leading to the loss of the union's majority support. The issuance and enforcement of a rule allowing a decertification petition to go forward under these facts is contrary to the very purpose of the Act and inconsistent with the vast majority of precedent and history regarding the recognition bar doctrine. The fact pattern in the instant case demonstrates the *need* to account for such policy considerations when it comes to the Board's exercise of its quasi-adjudicatory powers, and this iteration of the Board would be behooved to exercise such authority.

**B. In the event an election is ordered, a mail-in vote is appropriate and should be utilized by the Board.**

As a general rule, the NLRB favors conducting manual elections, either at the employer's facility or some other appropriate location. This preference is due to the perceived value of having an NLRB agent present. However, the NLRB is cognizant of the fact that there are occasions where circumstances make it difficult for the eligible employees to vote in a manual election. As a result, the NLRB has delegated to the regional director the discretion to determine

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<sup>33</sup> *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969).

when it's necessary to conduct a mail ballot election instead of a manual ballot election.<sup>34</sup> The regional director should consider whether any of the following circumstances exist in order to decide if a mail ballot election is required:

- Employees are scattered because of job duties over a wide geographic area;
- Employees' work schedules vary significantly so that they aren't present at the same location at the same times; or
- There is a strike, lockout, or picket in progress.

If any of the above situations exist, the regional director “should also consider the desires of all the parties, the likely ability of the voters to read and understand the mail ballots, the availability of addresses for employees, and finally, what constitutes the efficient use of Board resources.” However, the regional director shouldn't order a mail ballot solely based on budgetary concerns.<sup>35</sup> In *Atlas Pacific Engineering Co.*,<sup>36</sup> the Board denied review of a regional director's direction of a mail ballot election, finding that a regional director has discretion to order a mail ballot under what the Board characterized as the “exceptional circumstances exception” to its earlier holding in *San Diego Gas & Electric*, at least when the regional office was closed due to the pandemic. In *Aspirus Keweenaw*, the Board identified six factors to guide Regional Directors in exercising their discretion to direct mail-ballot elections, rather than manual elections, based on circumstances associated with the ongoing COVID-19 pandemic.

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<sup>34</sup> *San Diego Gas & Elec.*, 325 NLRB 1143 (1998).

<sup>35</sup> *Id.*

<sup>36</sup> *Atlas Pacific Engineering Co.*, 27-RC-258742 (May 8, 2020),

The Board held that the presence of any one factor would justify—though not require—the direction of a mail-ballot election.<sup>37</sup> These factors include:

- (1) the Agency office tasked with conducting the election is operating under “mandatory telework” status;
- (2) either the 14-day trend in number of new confirmed cases of COVID-19 in the county where the facility is located is increasing, or the 14- day testing positivity rate in the county where the facility is located is 5 percent or higher;
- (3) the proposed manual election site cannot reasonably be established in a way that avoids violating mandatory state or local health orders relating to maximum gathering size;
- (4) the employer fails or refuses to commit to abide by GC Memo 20-10, “Suggested Manual Election Protocols”;
- (5) there is a current COVID-19 outbreak at the facility or the employer refuses to disclose and certify its current status; and
- (6) other similarly compelling circumstances.<sup>38</sup>

In *Starbucks Corp.*, the Board updated factor (2) of the *Aspirus* analysis to track the CDC’s county-based Community Level system. Under that system, Regional Directors will not abuse their discretion by directing a mail-ballot election whenever the relevant Community level is high.<sup>39</sup> While the “Community level” in King County where the Employer operates is

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<sup>37</sup> 370 NLRB 45 (2020).

<sup>38</sup> *Id.*

<sup>39</sup> 371 NLRB 154 (2022).



currently “low,” the Union would argue that such a test is inappropriate to utilize when it comes to the nature of a Major League Baseball game, the setting for which the Employer is contending the vote should occur. Individuals, families, and groups of friends travel from different cities, counties, and states to attend professional sporting events. As such, the “Community level” of the locales of *all* attendees should be considered relevant in determining whether a manual election is appropriate. Similarly, with a capacity of nearly 50,000 people, there is no way to accurately determine whether there is a COVID-19 outbreak occurring at T-Mobile Park on any given day. As there is no way to accurately gauge such levels of COVID-19 transmission, a mail ballot election should be held in the event an election is directed.

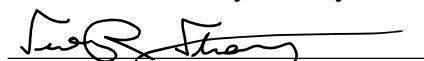
While there was no formal testimony provided due to the parties’ stipulated record, the parties utilized the May 4, 2023, scheduled hearing window to discuss the stipulations and other relevant facts. The Employer noted that its proposed date for a manual election would be May 30, 2023, as the New York Yankees will be visiting Seattle. The Employer’s rationale included that there would be more people attending the game, and as such more employees would be scheduled to work. However, the Employer made no guarantees that *all* stadium employees would be scheduled to work that day. Additionally, the Employer’s stated preferred date ignores the fact that employees may feel less compelled to vote during what may be one of their busiest shifts of the year based on the Employer’s description of the anticipated attendance at T-Mobile Park. One of the inherent flaws in scheduling a manual election for such a bargaining unit is that there are no such days in which all stadium employees would be afforded the opportunity to vote in a decertification election. As such, the Employer may have a greater ability to selectively schedule employees to work on any given day if they know or *think* they know how an individual employee may vote. Additionally, the Employer’s list of eligible employees included

*seven* individuals who only work at the Employer's Westlake Team Store. Those seven individuals, comprising over 5% of the bargaining unit would possibly not be provided the opportunity to vote in the decertification election under the Employer's proposed method of election, in addition to the unknown number of stadium employees who would be unable to vote. For the aforementioned reasons, a potential decertification election should be held via mail so as to provide the highest number of employees with the greatest opportunity to have their voice heard.

#### **IV. Conclusion**

The Board should allow a voluntarily-recognized Union to apply a voluntary recognition bar to a decertification petition, despite non-compliance with the current requirement that notice be posted for 45 days. In this case, the Employer recognized UFCW Local 3000 in good faith as the exclusive bargaining representative of the bargaining unit following the Union's successful showing of majority support to a neutral third-party. The Petitioner's decertification petition was filed at a time in which the Union had not yet been provided a reasonable period of time to *fully* establish support within the unit despite already demonstrating majority support. Applying a voluntary recognition bar in the instant case is an approach that would *best* serve the interests and employees and promote the purposes of the NLRA. In the event that a decertification election *is* directed, it should be performed via mail-in ballot so as to provide the highest number of bargaining unit employees with the greatest opportunity to have their voice heard.

Dated this 11<sup>th</sup> day of May, 2023



Troy Thornton  
Streepy Law, PLLC  
Attorney for UFCW Local No. 3000